Form 7
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JAN 27 1971

AIRMAIL

Mr. Donald P. Lambert
Vice President
TOSCO Mines Corporation
18200 West Highway 72
Golden, Colorado 80401

Re: OME-6640 (Silver)
McFarland and Hullinger
Keystone Mine Property
Gunnison County, Colorado
Contract 2259

Dear Mr. Lambert:

This will acknowledge receipt of your letter dated January 14, 1971 enclosing a copy of the First Supplemental Joint Venture Agreement between TOSCO Mines Corporation and McFarland & Hullinger, Inc., relative to the Keystone Mine Property.

We note on p. 21, Article 9.1.3., of the Agreement that the rate of interest is incorrectly shown as 7-1/4% per annum, whereas the rate of interest should be 7-1/2% per annum as shown in the exploration contract and the original Joint Venture Agreement, dated April 1, 1969.

Sincerely yours,

Harold Kirkemo
for

Harold Kirkemo
Chief, Office of
Minerals Exploration

cc: Director's Reading File
Mineral Resources
OME Docket
OME Reading File
OME Region III w/cy Venture Agreement
Mr. Emerick

WLEmerick/bsl 1/22/71

TOSCO MINES CORPORATION
18200 WEST HIGHWAY 72
GOLDEN, COLORADO 80401
303/279-7721

680 FIFTH AVENUE
NEW YORK, NEW YORK 10019

January 14, 1971

OFFICIAL COPY
O. M. E.
RECEIVED
JAN 17 1971

INITIALS	CODE
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Mr. Harold Kirkemo, Chief
Office of Minerals Exploration
U. S. Department of the Interior
Geological Survey
Washington, D. C. 20242

Dear Mr. Kirkemo:

I apologize for the delay in replying to your letter of December 16th. We are enclosing a copy of the amendment to our agreement between TOSCO Mines Corporation and McFarland & Hullinger, Inc. relative to the Keystone Mine operation.

Yours sincerely,

DONALD P. LAMBERT
Vice President

DPL/cf
Enc.

Walt Woods
Office of Minerals Exploration
12-2-69

Copy to R-III

FIRST SUPPLEMENTAL JOINT VENTURE AGREEMENT
OF
KEYSTONE MINES COMPANY

THIS FIRST SUPPLEMENTAL JOINT VENTURE AGREEMENT, entered into as of the 1st day of December, 1969, by and between Mc AND H, INC., a Colorado corporation, hereinafter referred to as "Mc and H, Inc.," and TOSCO MINES CORPORATION, a Colorado corporation, hereinafter referred to as "TOSCO Mines,"

W I T N E S S E T H:

WHEREAS, the Parties hereto entered into a Joint Venture Agreement dated April 1, 1969, the name of the venture being Keystone Mines Company, which agreement shall hereinafter be referred as as the "Joint Venture Agreement"; and

WHEREAS, the Joint Venture Agreement was amended by an agreement entitled Amendment to Joint Venture Agreement of Keystone Mines Company dated as of April 2, 1969, which amendment is hereinafter referred to as the "Amendment to Joint Venture Agreement"; and

WHEREAS, in satisfaction of the capital commitments imposed upon each by the Joint Venture Agreement and the Amendment to Joint Venture Agreement, Mc and H, Inc. has contributed to the Joint Venture the agreement, rights,

leases, contracts, and other property described in Appendix A to the Joint Venture Agreement at an agreed value of $1.00, and an undivided fifty percent (50%) interest in the personal property, equipment, material, supplies and other property described in Appendix B to the Joint Venture Agreement, which interest had an agreed value of $34,373.72; and TOSCO Mines has contributed to the capital of the Joint Venture $292,626.28 in cash and an undivided fifty percent (50%) interest in the property described in Appendix B, which interest had an agreed value of $34,373.72; and

WHEREAS, in addition, each of the Parties hereto has contributed $50,193.13 to the capital of the Joint Venture; and

WHEREAS, Mc and H, Inc., desiring to accelerate the generation of cash from operations of the Keystone Mine for the purpose of minimizing the obligation of the Joint Venturers to make additional contributions, pursued the mining of ore below the 1,670 level of the Keystone Mine in preference to developmental work at the 1,370 and 1,670 levels agreed upon by the Parties; and

WHEREAS, the performance of such work did not result in the generation of additional cash, did in fact reduce

the funds available for development work, delayed the developmental work contemplated by the Joint Venture Agreement, and prevented its completion within the proposed budget; and

WHEREAS, because of increased demands upon its cash resources by other commitments, Mc and H, Inc. wishes to be relieved of its obligation to contribute additional capital to the Joint Venture; and

WHEREAS, Mc and H, Inc. had, prior to April 1, 1969, expended in the acquisition and development of the property described in Appendix A the sum of $299,626.28 and had, for financial accounting purposes and tax purposes, amortized such expenditures during prior operations, and

WHEREAS, the parties hereto desire to make the statement of capital accounts herein more clearly correspond to the prior accounting practice of Mc and H, Inc. and sound accounting principles, and

WHEREAS, the Parties desire to amend the terms of such Joint Venture Agreement in the manner hereinafter provided,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree to amend the Joint Venture Agreement to read as follows, which shall be here-

after known as the First Supplemental Joint Venture Agreement and shall supersede, for all purposes, the Joint Venture Agreement and all amendments thereto:

ARTICLE I

DEFINITIONS

As used in this Agreement:

1.1 "Accounting Procedure" means the Accounting Procedure described in Appendix C to the Joint Venture Agreement.

1.2 "ASARCO" means American Smelting and Refining Company, a New Jersey corporation.

1.3 "Keystone Property" means the patented and unpatented mining claims described in Appendix A to the Joint Venture Agreement.

1.4 "Mill" means the structures, equipment, machinery, and facilities used or usable in connection with the milling of ore, including those now located on the Keystone Property, or any other structures, equipment, machinery, and facilities used or usable in connection with the milling of ore which may become Venture Property.

1.5 "Mine" means the underground workings now or hereafter existing on the Keystone Property, or on any other property which may become Venture Property, and the structures, equipment, machinery, and facilities of

any kind located upon the lands now or at any time controlled by the Joint Venture and which may be used or usable in connection with the mining of ore from lands controlled by the Venture.

1.6 "Non-Operator" means a Party other than Operator.

1.7 "Operator" means the Party at any time acting pursuant to the provisions of Article V.

1.8 "Party" means a party to this Agreement.

1.9 "Venture" means the joint venture provided for in this Agreement.

1.10 "Venture Account" means the account of the Venture.

1.11 "Venture Property" means any and all real and personal property of every kind and nature, tangible and intangible, including leasehold and other contractual rights, improvements thereon and fixtures thereto, contributed to the Joint Venture by the Parties or hereafter acquired by the Joint Venture, including the property described in Appendices A and B to the Joint Venture Agreement.

ARTICLE II

ORGANIZATION

2.1 Name of Joint Venture. The name of the Venture shall be:

KEYSTONE MINES COMPANY

with any changes thereof or variations therein which may be necessary to comply with statutory requirements in any state in which the Venture may do business.

2.2 Purpose of the Venture. The purpose of the Venture is to explore for, mine, mill, and market mineral products.

2.3 Location of Principal Place of Business. The location of the principal place of business of the Venture shall be the Keystone Property in Gunnison County, Colorado.

2.4 Term. The primary term of the Venture (hereinafter referred to as "Primary Term") shall be for a period of fourteen (14) years, from the 1st day of December, 1969, unless earlier dissolved in accordance with the provisions of Article VII; provided, that the Venture may

continue for five (5) successive extended terms (hereinafter referred to as "Extended Terms") of two (2) years each unless at least sixty (60) days prior to the end of the Primary Term or any Extended Term one party shall have given notice to the other that the Joint Venture shall not continue beyond the then current term.

ARTICLE III

CAPITAL

3.1 Contributions to Capital. The Parties hereto each have made the contributions to the capital of the Joint Venture required by the Joint Venture Agreement, as amended.

3.2 Additional Capital Contributions. Mc and H, Inc. does not desire to make additional capital contributions to the Joint Venture and is therefore relieved of any further obligation therefor. TOSCO Mines shall make such additional contributions as it, in its sole discretion, shall deem necessary to provide the Joint Venture with working capital. In the event that TOSCO Mines shall make such additional capital contributions, TOSCO Mines shall be entitled to recover one hundred fifty percent (150%) of the amount of

such additional capital contributions from the profits or the proceeds from the liquidation of assets of the Joint Venture prior to the distribution of any sums to either of the Joint Venturers under the provisions of Article IV hereof.

3.3 Equipment and Supplies. As of December 1, 1969, Mc and H, Inc. withdrew from the capital of the Joint Venture an undivided fifty percent (50%) interest in certain equipment, machinery, fixtures, tools and supplies described in the list attached hereto as Exhibit A (hereinafter referred to as "equipment and supplies"), which were on hand at the mine and mill site and had an agreed value as of such date of $ 105,313.00. By bill of sale of even date herewith, Mc and H, Inc. has sold, assigned, and transferred its title to such equipment and supplies to TOSCO Mines as of December 1, 1969 in consideration of the agreement of TOSCO Mines, which it hereby evidences, to pay to Mc and H, Inc. $ 52,656.50, representing the value of its interest in such equipment and supplies, without interest, on or before December 1, 1971, or on dissolution of the Joint Venture, whichever event occurs first. TOSCO

Mines' obligation to make such payment has been guaranteed by The Oil Shale Corporation, a Nevada corporation, by an agreement of even date herewith, a copy of which is attached hereto as Exhibit B. TOSCO Mines agrees to sell, as of December 1, 1969, to the Joint Venture an undivided fifty percent (50%) interest in the equipment and supplies described in Exhibit A for a purchase price of [illegible] Dollars ($[illegible]). The purchase price for such equipment shall be payable on or before December 1, 1970, or upon dissolution of the Joint Venture, whichever event first occurs. No interest shall accrue on account of such purchase price from December 1, 1969 until due date, but if such amount is not paid when due, interest shall accrue on the account at [illegible] percent ([illegible]%) per annum.

3.4 Distribution of Asarco Lease. Upon dissolution of the Joint Venture and liquidation of its assets, all right, title and interest of the Joint Venture in the Asarco Lease shall be reassigned by the Joint Venture to Mc and H, Inc., as a return of a portion of its capital contribution, at an agreed value of One Dollar ($1.00).

ARTICLE IV

PROFITS AND LOSSES

4.1 Profits. Subject to the provisions of Subsections 3.2 and 3.3 hereof, the Parties hereto shall be entitled to share in the profits and the proceeds from the liquidation of the assets of the Joint Venture in the percentages and at the times hereinafter specified:

Share of Distribution	TOSCO Mines	Mc and H, Inc.
of first $100,000:	85%	15%
of next $200,000:	80%	20%
of next $200,000:	75%	25%
of next $200,000:	70%	30%
of all amounts thereafter:	60%	40%

4.2 Time of Distributions. Distributions of amounts under Subsection 4.1 shall be made at dissolution and, prior to dissolution, at least annually (commencing December 1, 1970) to the extent that the Operator deems that funds are available in excess of projected capital and expense requirements of the Joint Venture; provided, that in making each such partial distribution TOSCO Mines shall account for prior partial distributions on a cumulative basis, so that on final distribution each Party shall have received in the aggregate the share of the total distributions set forth in Subsection 4.1 to the extent this is possible; and provided

further, that in no case shall a Party be required to restore to the capital of the Joint Venture any portion of a distribution which would not have been distributable to it had all distributions been made at one time.

4.3 Losses. Until such time as the capital account of Mc and H, Inc., other than that part of such account attributable to the Asarco Lease, is exhausted, all losses, expenses and deductions of the Joint Venture shall be allocated among the Parties equally; thereafter all losses, expenses and deductions shall be allocated solely to TOSCO Mines. It is understood that, for financial accounting purposes, prior to the beginning of commercial operations, the costs of exploratory and development expense, less proceeds of the sale of production, are to be capitalized until the commencement of commercial operations. Commerical operations will be regarded as having commenced when the principal activity of the mine becomes the production of developed ore, as opposed to the development of additional ores for mining, or when a major portion of the mineral production is obtained from workings other than those opened for the purpose of development.

ARTICLE V

OPERATOR

5.1 Operator. TOSCO Mines shall act as Operator for the Joint Venture, and shall have the rights and duties prescribed in this First Supplemental Joint Venture Agreement.

5.2 Obligation to Continue Exploration and Development Work. Notwithstanding the right of Operator to dissolve the Joint Venture on thirty (30) days' written notice under the provisions of Article VII hereof, Operator shall nevertheless be required to expend the sum of 55,000.00 _____ Dollars ($_____) for exploration and development of the Mine, including but not limited to expenditures for mining labor, mining supplies, exploratory drilling, geological consultants, surveying of the Mine, mineralogical studies to improve mill performance, and appropriate administrative costs. In the event that Operator ceases development operations prior to the expenditure of such amount, then the difference between the amounts so expended and _____ 55,000.00 Dollars ($_____) shall be regarded as capital owned fifty percent (50%) by Mc and H, Inc. and fifty percent (50%) by TOSCO Mines.

5.3 Powers and Duties of Operator. Operator shall cause all work, development, mining, authorized exploration, and other operations to be carried out in a careful and

miner-like manner, and shall conform in all respects to applicable laws, regulations or orders of Federal, State and local governments and authorities. Without limitation of the foregoing, Operator shall:

5.3.1 Conserve and maintain in good repair the Venture Property and keep the same free of liens and encumbrances, except as otherwise mutually agreed and except for liens contested in good faith by Operator.

5.3.2 Prepare and file returns for and pay in a timely manner all taxes, assessments and governmental charges on the Venture Property or business of the Joint Venture.

5.3.3 Obtain and keep in force the insurance set forth in Appendix F to the Joint Venture Agreement and such other insurance as may be agreed upon from time to time.

5.3.4 Observe and enforce all applicable laws and regulations relating to safety, pollution and conservation.

5.3.5 Keep full and adequate records of operations and books of account, and render accounts of the income, expenses and finances of the Joint Venture in accordance with the Accounting Procedure.

5.3.6 Maintain in force and comply with the terms of all leases and agreements comprised in the Venture Property.

5.3.7 Secure and keep in force all necessary permits, authorizations and licenses.

5.3.8 Keep Non-Operator informed of the status and progress of operations and of any significant occurrences or matters relevant to the business of the Joint Venture.

5.3.9 Permit representatives of Non-Operator to observe and inspect the Venture Property and operations being conducted thereon; provided, however, that such representatives shall comply with Operator's safety regulations and directions; and further provided that Non-Operator shall indemnify Operator and hold it harmless from claims or suits for personal injury or property damage by such representatives unless caused by Operator's gross negligence or willful act.

ARTICLE VI

RECORDS AND ACCOUNTS

6.1 Books and Records. The Operator shall keep accurate books and records reflecting the Joint Venture's business in accordance with generally accepted accounting principles as applied to the mining industry and the Accounting Procedure, showing all of the Joint Venture's assets and liabilities, receipts and disbursements, profits and losses, the capital contributions of and distributions to the Parties,

and all transactions entered into by the Joint Venture. The books and records and all files of the Joint Venture shall be kept by the Operator at the Operator's office located near Denver, Colorado, and the Parties and their representatives shall at all reasonable times have free access thereto for the purpose of inspecting or copying the same. The books of the Joint Venture shall be kept on a calendar year basis.

6.2 Audits and Reports. The books of the Joint Venture shall be audited as of the close of each calendar year by such independent certified public accountants as may be agreed upon from time to time by the Parties, and a copy of the audit reports of such accountants, which shall include a balance sheet as of the end of the calendar year and a statement of profit and loss for such calendar year, shall be furnished by the Operator to all Parties within sixty (60) days after the close of the calendar year. In addition to the above-described audit reports, the Operator shall provide the other Party (a) monthly reports prepared in connection with a wage bonus system of mine operation, (b) with quarterly balance sheets and profit and loss statements, (c) reports of operations, smelter settlement sheets, purchase and paying reports

and (d) such other information, reports or documents normally prepared in connection with mining or milling operations.

6.3 Organization Expense. Each Party hereto shall bear all expenses incurred by it in the preparation of this First Supplemental Joint Venture Agreement, including legal fees.

ARTICLE VII

DISSOLUTION

7.1 Events of Dissolution: The Joint Venture shall be dissolved upon the happening of any one of the following events, each of which is hereinafter called "an event of dissolution":

7.1.1 The expiration of the Primary Term or any Extended Term of the Joint Venture after the giving of the notice provided for in Section 2.4, or the expiration of the fifth Extended Term.

7.1.2 The election of TOSCO Mines to dissolve the Joint Venture, notice of which election shall have been given thirty (30) days prior to the effective date.

7.2 Procedure Upon Dissolution. Upon the occurrence of an event of dissolution, the Operator shall proceed promptly to wind up the business of the Joint Venture and liquidate and distribute its assets in accordance with the following provisions:

7.2.1 The winding up of the Joint Venture's affairs and the liquidation and distribution of its assets shall be conducted and managed exclusively by the Operator, which is hereby authorized to do any and all things it may deem necessary or convenient for those purposes.

7.2.2 The liabilities of the Joint Venture shall be paid in the order provided by law; and after the payment or discharge of all of the Joint Venture's known debts and liabilities (other than those represented by the interests of the Parties in its assets) or provision for the payment or discharge thereof, the Parties shall be entitled to share in the proceeds of liquidation of the Joint Venture's remaining assets as provided in Articles III and IV hereof. Except as provided in Subsection 3.3 hereof, each Party shall look solely to the assets of the Joint Venture

for the return of its respective capital contributions, and, if the assets of the Joint Venture remaining after the payment or discharge or provisions for the payment or discharge of its other debts and liabilities are insufficient to return the capital contributions of the Parties, neither of them shall have any recourse against the assets of the other Party on account of capital contributions. In the distribution of assets, Operator shall have the right to make distributions in cash or in kind, or partly in cash and partly in kind, where, in its sole discretion, Operator finds that the sale of any asset may be imprudent or contrary to the desires of the distributee.

ARTICLE VIII

ASSIGNMENT OF INTERESTS

8.1 Preferential Right of Purchase. If either Party desires to sell its interest in the Venture, the selling Party shall first give the other Party (hereinafter referred to as "Non-Selling Party"), a written notice of an offer to

sell its interest in the Venture, which offer shall describe the purchase price, manner and time of payment, and all other terms and conditions of the proposed sale; provided, that in no event shall such terms require the payment of the proposed purchase price until one hundred twenty (120) days after the acceptance of the offer to sell. Non-Selling party shall have forty five (45) days from the date the notice of offer to sell was given within which to accept such offer. Acceptance of the offer shall be made in writing in the same manner as is provided in Article XI hereof for the giving of notice. If Non-Selling Party shall not have accepted the offer within forty five (45) days of the notice of the offer to sell, then Selling Party shall be free to sell its interest in the Venture at a price and on terms and conditions not less favorable than those contained in the offer to sell. If Selling Party shall have failed to enter into a binding agreement to sell its interest in the Venture at a price and upon terms and conditions which are not less favorable than the price, terms and conditions contained in the offer to sell within one hundred eighty (180) days of the notice of offer to sell, then Selling Party shall have no right to

sell its interest in the Venture until it shall have first reoffered the interest to the Non-Selling Party at the same or such other price and on terms and conditions as it may then deem appropriate.

ARTICLE IX

REPRESENTATIONS OF Mc AND H, INC.

9.1 Representations. Mc and H, Inc. represents and warrants as follows:

9.1.1 Corporate Status and Ownership. It is a corporation duly organized and in good standing under the laws of Colorado and qualified to do business in the State of Colorado, and its capital stock having the power to vote for the election of directors is owned only by F. G. McFarland and S. R. Hullinger.

9.1.2 ASARCO Lease and Smelting Agreement. Appendix D to the Joint Venture Agreement is a true and correct copy of a Mining Lease originally entered into by ASARCO as Lessor, and F. G. McFarland and S. R. Hullinger, dba McFarland & Hullinger, a partnership, as Lessee, as of April 1, 1963 (hereinafter referred to as the "ASARCO Lease"). Appendices D-1, D-2, and D-3 are amendments of the ASARCO Lease dated July 22, 1963,

December 17, 1963, and December 1, 1964 respectively. Appendix E to the Joint Venture Agreement is a true and correct copy of an Agreement between F. G. McFarland and S. R. Hullinger, dba McFarland & Hullinger as Seller, and ASARCO as Buyer, as of April 4, 1963. Such Lease and Agreement are in full force and effect, and no party thereof is in default thereunder or has breached the same; and the said Mining Lease and Agreement have not been modified except as set forth above.

9.1.3 Title to Lands and Personalty. F. G. McFarland and S. R. Hullinger have no reason to doubt the representations made by ASARCO that the patented mining claims, unpatented mining claims and other real property described in Appendix A to the aforesaid Mining Lease of April 1, 1963 are owned by ASARCO sixty percent (60%) and by Park City Consolidated Mines Company forty percent (40%), free of adverse claims and interests and of liens and encumbrances, except the lien of taxes not yet due and payable, and except for the lien given to secure an OME loan on which there was due as of October 31, 1969 a balance of $85,260.00 in principal, with unpaid interest accrued to October 31, 1969 of $2,302.04 at the rate of 7¼% per annum,

7½

which loan is payable only out of production from the Mining Property, and are validly leased under the aforesaid Mining Lease as heretofore amended and assigned. All equipment, supplies, buildings and improvements located thereon on April 1, 1969 were owned by the owners of the claims and real property and leased under the aforesaid Mining Lease or were owned by F. G. McFarland and S. R. Hullinger.

9.1.4 Proceedings. There are no actual or threatened proceedings or enforcement actions by any Federal, State or local authorities against it, F. G. McFarland or S. R. Hullinger affecting the Venture Property, or against the Mine, Mill or other facilities included in the Venture Property, and, to the best of the knowledge and belief of F. G. McFarland and S. R. Hullinger, none of them are in violation of any applicable statute, regulation, order or decree with respect thereto.

9.1.5 Litigation. There are no pending or threatened actions, suits or litigation relating to the Venture Property or operations conducted thereon.

ARTICLE X

REPRESENTATION OF TOSCO MINES

TOSCO Mines represents and warrants that it is a corporation duly organized and in good standing under the laws of Colorado and its capital stock having the power to vote for the election of directors is owned only by The Oil Shale Corporation, a Nevada corporation.

ARTICLE XI

NOTICES

All notices provided for herein shall be in writing and shall be deemed to have been given when delivered in person to an officer of the Party to which given, or when mailed by certified or registered mail, deposited in the United States mails, postage prepaid, as follows:

11.1 If to Mc and H, Inc., to:

Mc and H, Inc.
Box 238
Tooele, Utah 84074

or at such other address as Mc and H, Inc. from time to time designates by notice to the other Party.

11.2 If to TOSCO Mines, to:

TOSCO Mines Corporation
18200 West Highway 72
Golden, Colorado 80401
Attention: Vice President

with a copy to:

TOSCO Mines Corporation
c/o The Oil Shale Corporation
680 Fifth Avenue
New York, New York 10019
Attention: Executive Vice President

or at such other addresses as TOSCO Mines from time to time designates by notice to the other Party.

ARTICLE XII

EXECUTION OF OTHER DOCUMENTS

The Parties agree to sign any documents and do any and all other things which may be required to accomplish the formation of the Venture contemplated by this Agreement and to assure its continued existence for the term hereinabove provided for and any additions thereto, and to comply with the statutory requirements of any states in which it may do business.

ARTICLE XIII

PRIOR AGREEMENTS AND AMENDMENTS

This Agreement contains all representations and agreements between the Parties hereto, supersedes all prior agreements of the Parties with respect to the subject matter hereof, and shall not be amended except in writing signed by all the Parties.

ARTICLE XIV

SUCCESSORS AND ASSIGNS

Except as herein otherwise specifically provided, this Agreement shall inure to the benefit of and shall be binding upon the successors or assigns of the Parties and such successors and assigns shall become Parties hereto.

ARTICLE XV

15.1 When necessary for proper construction, the masculine of any word used in this Agreement shall include the feminine and neuter gender thereof and the singular the plural, and vice versa.

15.2 The headings of the Articles, Sections, Subsections

and paragraphs herein are for convenience only and shall not affect the construction hereof.

15.3 This Agreement shall be construed in accordange with the laws of the State of Colorado.

15.4 It is the intention of the Parties to enter into a joint venture and this Agreement is in no way to be construed as creating a mining partnership under Colorado law.

ARTICLE XVI

COUNTERPARTS

This instrument is prepared in multiple counterparts for convenience in execution and each counterpart shall be deemed as an original and when taken together they shall constitute the agreement of the Parties.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

Mc AND H, INC.

ATTEST:

By _____
President

_____
Secretary

TOSCO MINES CORPORATION

ATTEST:

By _____
Vice President

_____
Secretary

STATE OF Utah)
) ss.
COUNTY OF Tooele)

The foregoing instrument was acknowledged before me this 22 day of Dec, 1969, by [illegible] as [illegible] President and [illegible] as [illegible] Secretary of Mc AND H, INC., a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: April 30, 1970

[illegible]
Notary Public
Tooele, Utah

STATE OF Utah)
) ss.
COUNTY OF Tooele)

The foregoing instrument was acknowledged before me this 22 day of Dec, 1969, by [illegible] as [illegible] President and [illegible] as [illegible] Secretary of TOSCO MINES CORPORATION, a Colorado corporation.

WITNESS my hand and official seal.

My commission expires: 12/14/70

[illegible]
Notary Public

DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

OFFICE OF MINERALS EXPLORATION
DOCKET 6640

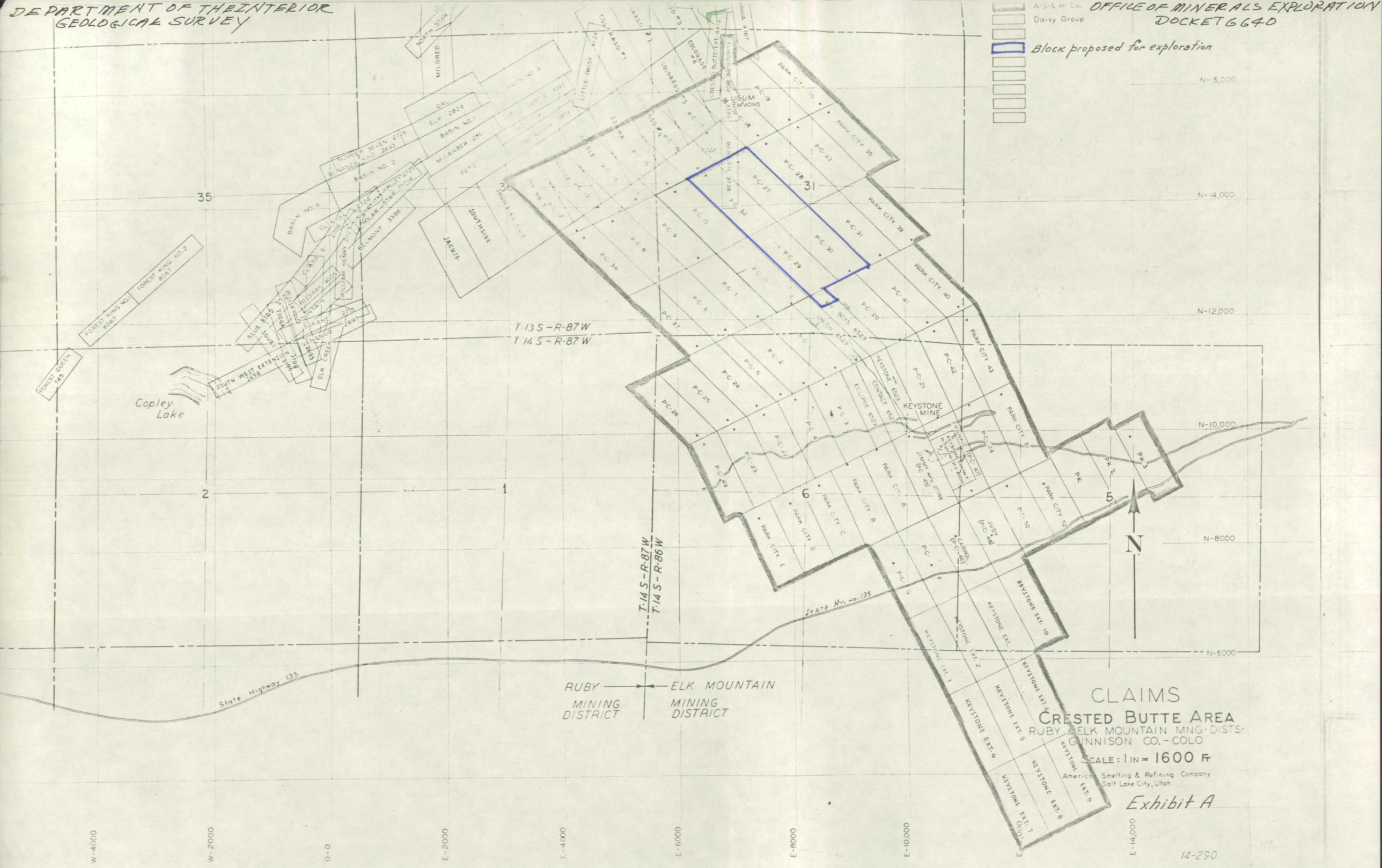
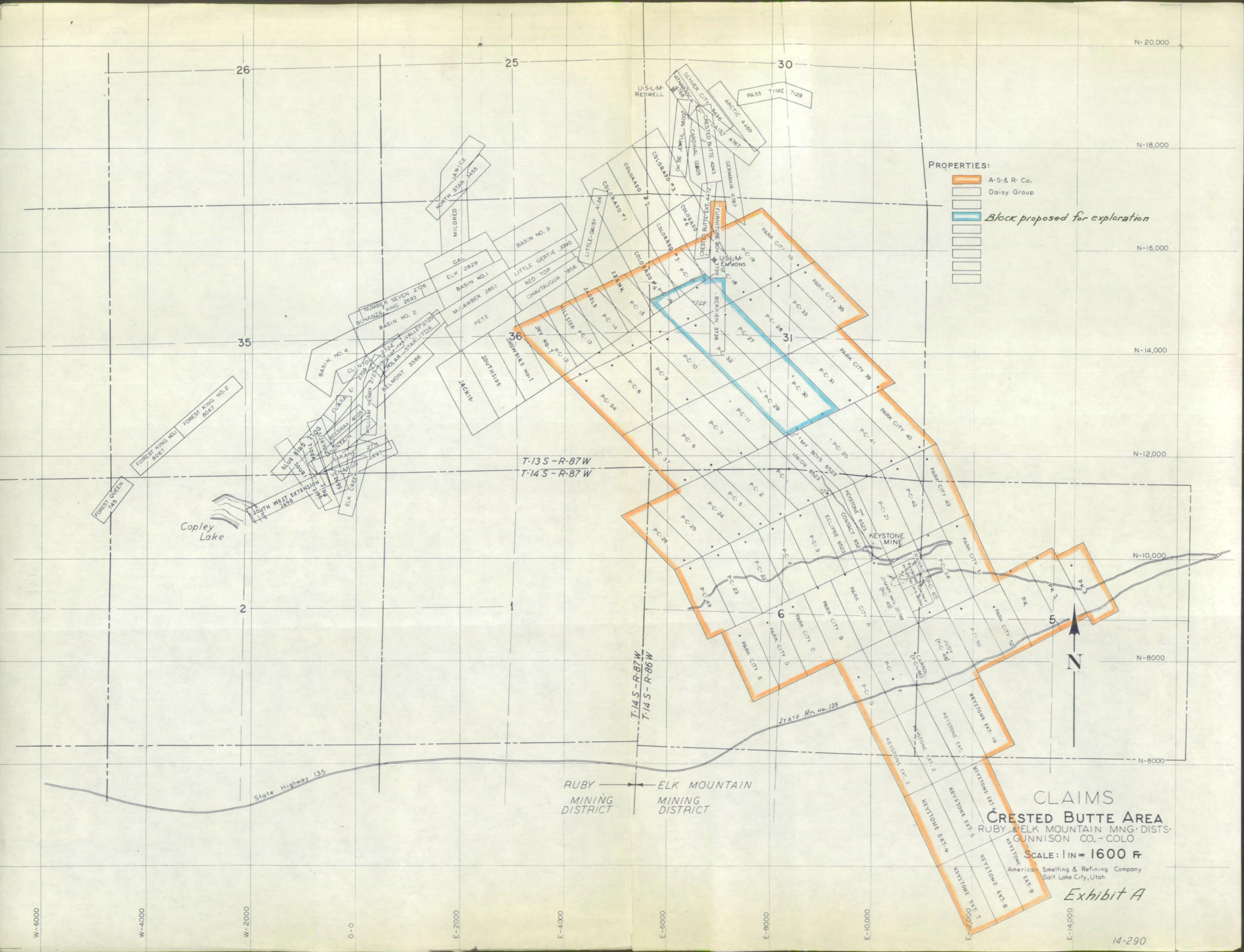


Exhibit A

14-290


PROPERTIES:
A·S·& R· Co.
Daisy Group
Block proposed for exploration
CLAIMS
CRESTED BUTTE AREA
RUBY & ELK MOUNTAIN MNG·DISTS·
GUNNISON CO.-COLO
SCALE: 1 IN = 1600 FT
American Smelting & Refining Company
Salt Lake City, Utah
Exhibit A
14-290
T·13 S-R·87 W
T·14 S-R·87 W
T·14 S-R·87 W
T·14 S-R·86 W
RUBY MINING DISTRICT
ELK MOUNTAIN MINING DISTRICT
State Highway 135
STATE Hy. No. 135
Copley Lake
KEYSTONE MINE
U·S·L·M· REDWELL
U·S·L·M· EMMONS
N-20,000
N-18,000
N-16,000
N-14,000
N-12,000
N-10,000
N-8000
N-6000
W-6000
W-4000
W-2000
0-0
E-2000
E-4000
E-6000
E-8000
E-10,000
E-12,000
E-14,000
N

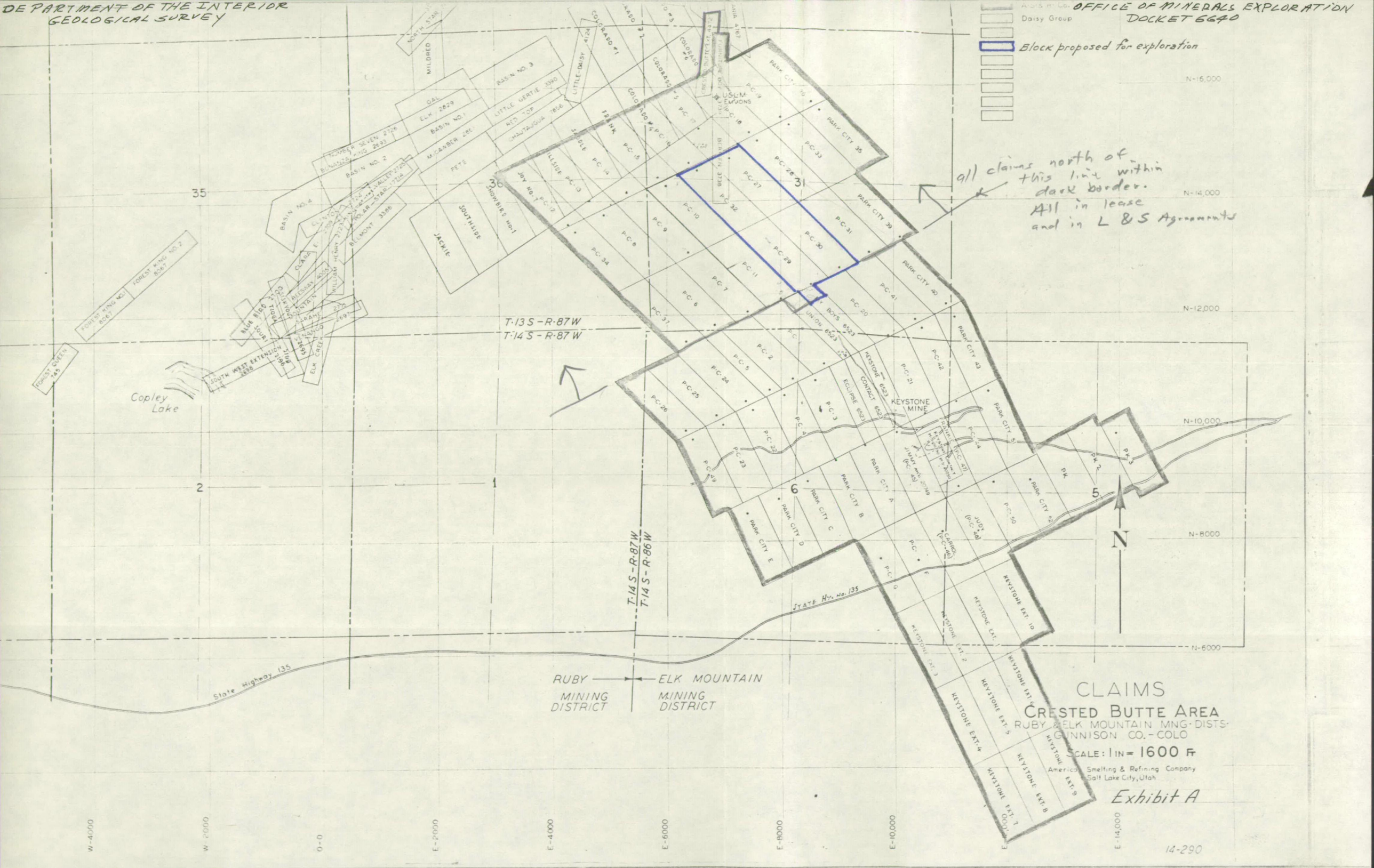
OFFICIAL
COPY
O. M. E.
RECEIVED
JUL 12 1967

INITIALS	CODE

Exhibit A

DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

OFFICE OF MINERALS EXPLORATION
DOCKET 6640



CLAIMS
CRESTED BUTTE AREA
RUBY & ELK MOUNTAIN MNG. DISTS.
GUNNISON CO. - COLO
SCALE: 1 IN = 1600 FT
American Smelting & Refining Company
Salt Lake City, Utah

Exhibit A

14-290

DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

OFFICE OF MINERALS EXPLORATION
DOCKET 6640

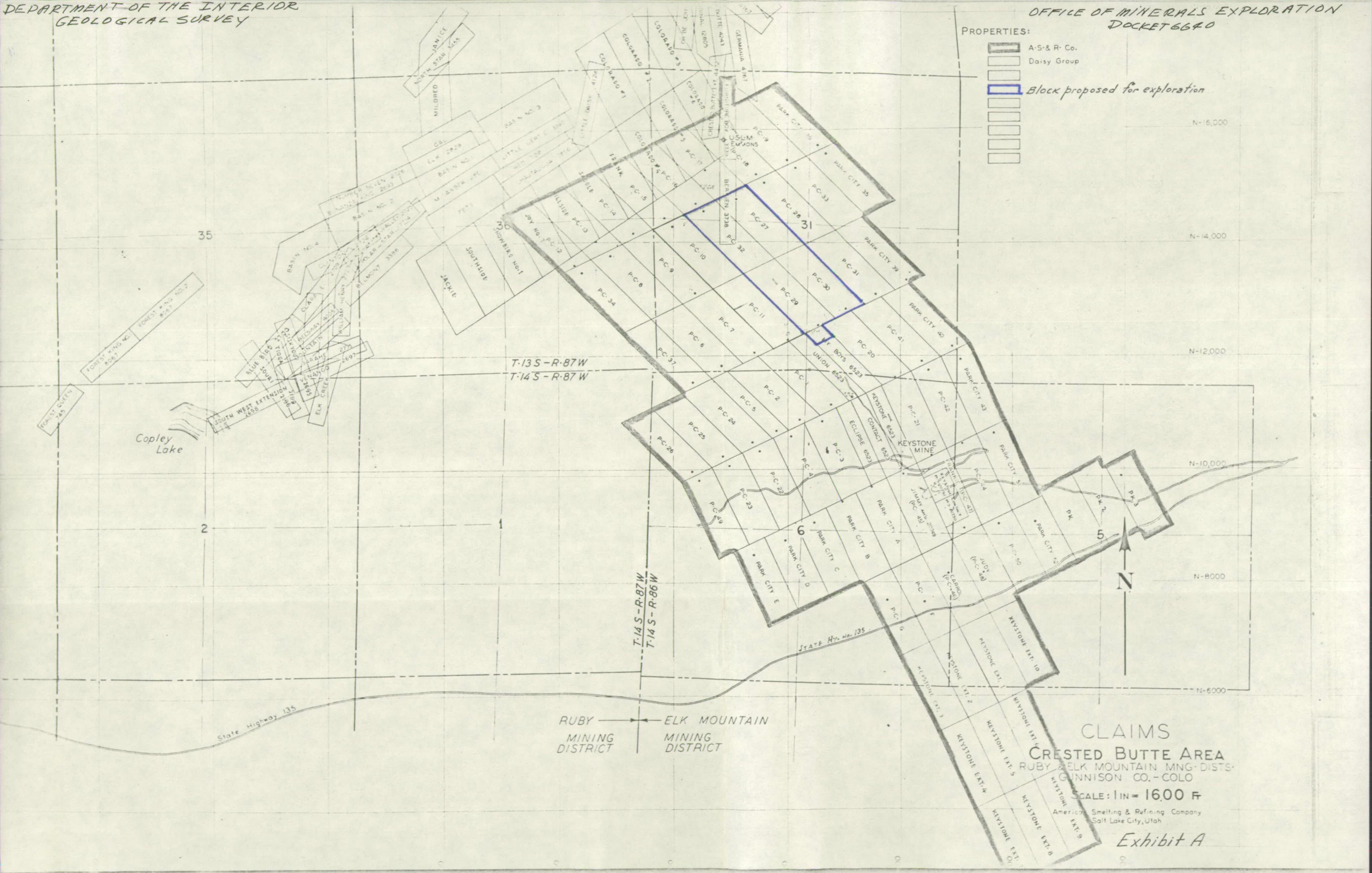
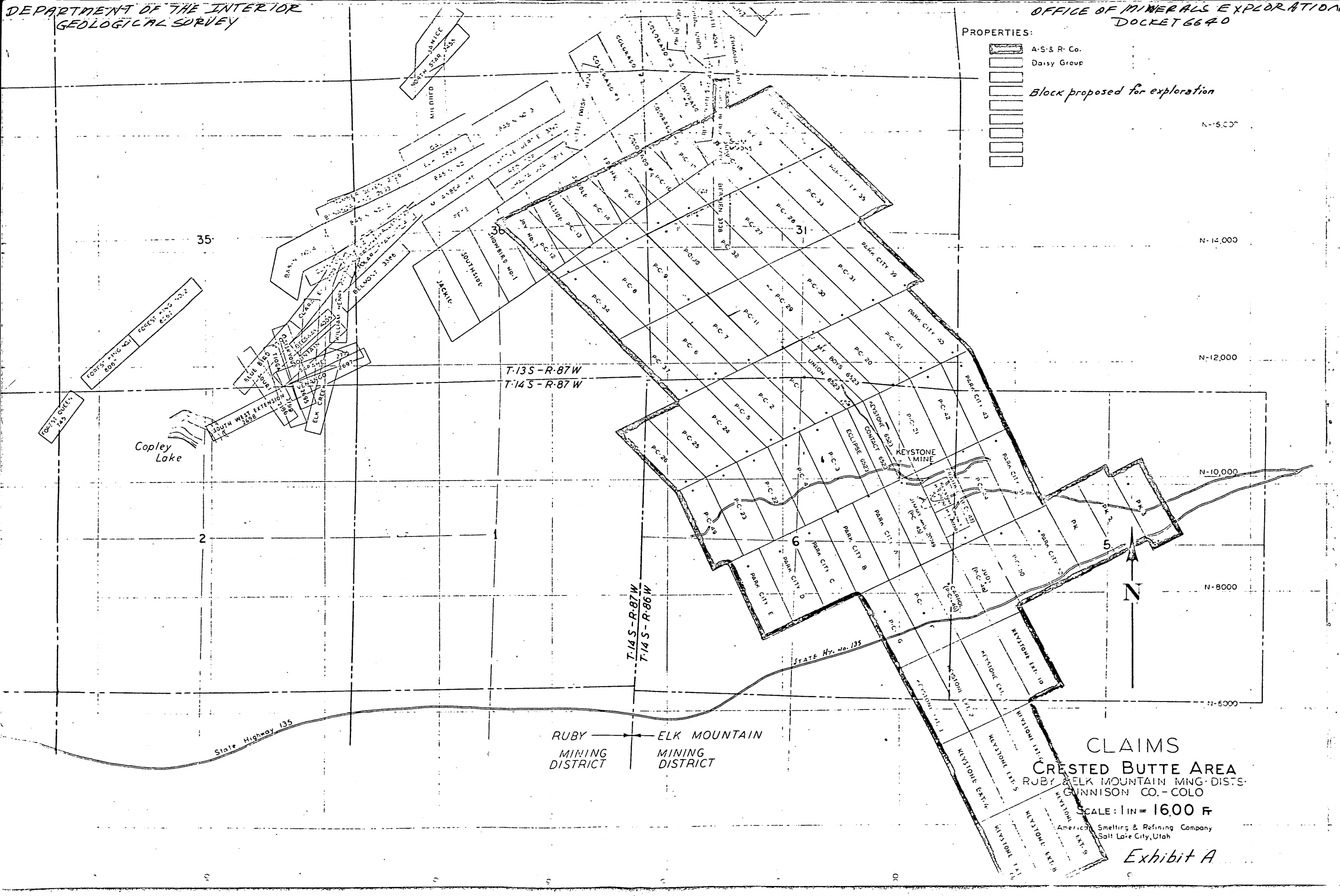


Exhibit A

DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

OFFICE OF MINERALS EXPLORATION
DOCKET 6640

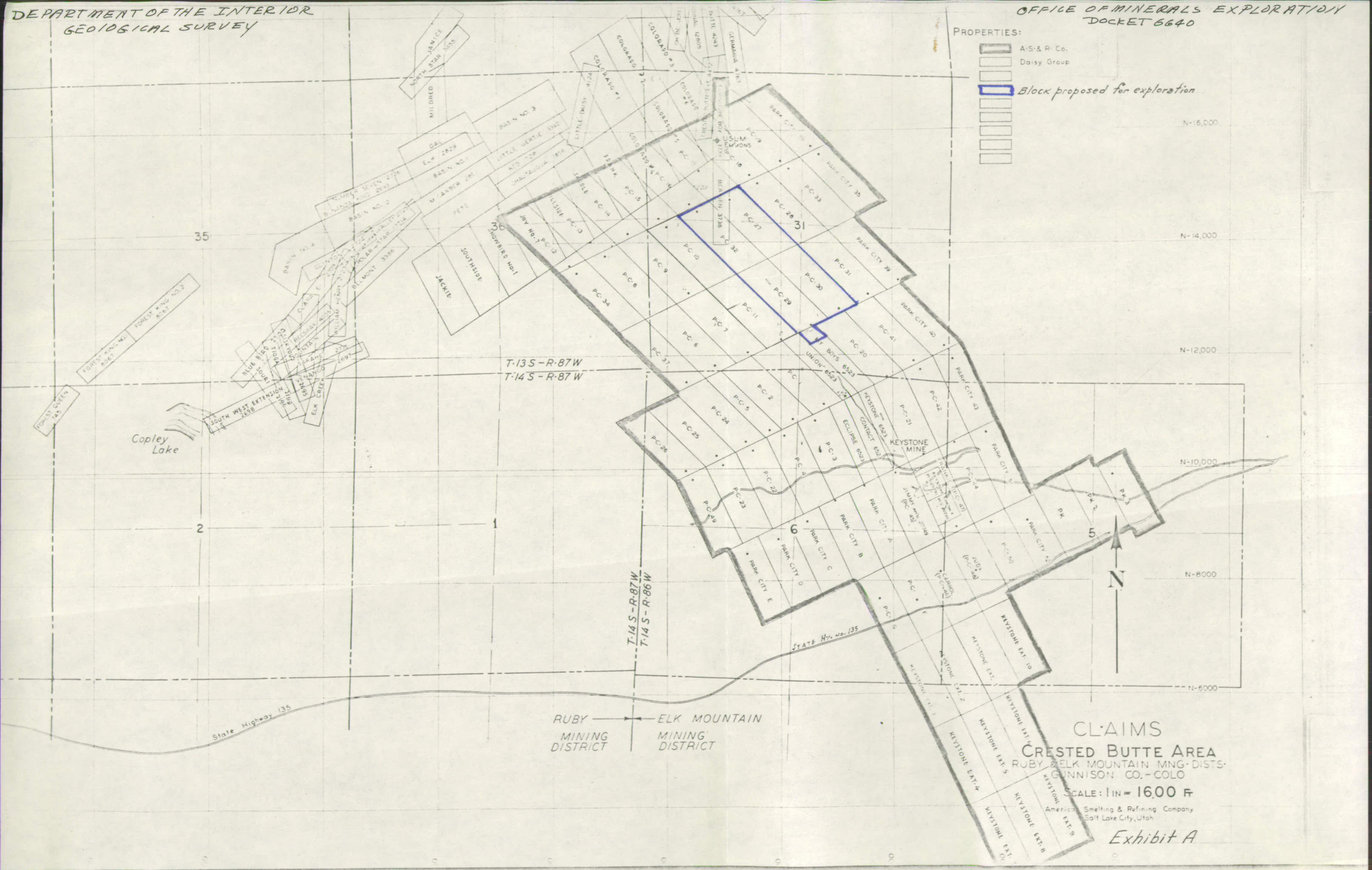


CLAIMS
CRESTED BUTTE AREA
RUBY & ELK MOUNTAIN MNG. DISTS.
GUNNISON CO. - COLO
SCALE: 1 IN = 16.00 FT
American Smelting & Refining Company
Salt Lake City, Utah

Exhibit A

DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

OFFICE OF MINERALS EXPLORATION
DOCKET 6640

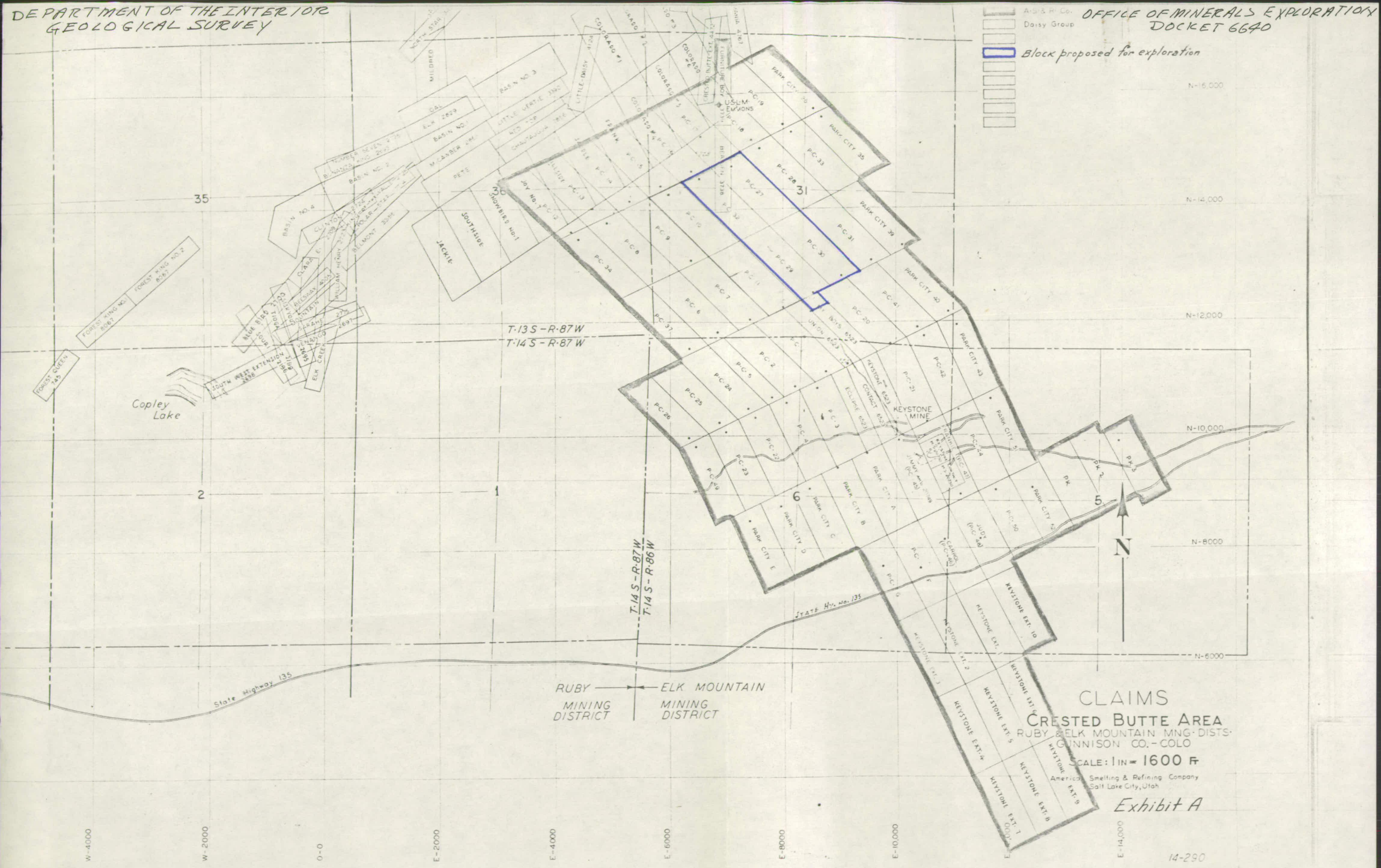


CLAIMS
CRESTED BUTTE AREA
RUBY & ELK MOUNTAIN MNG. DISTS.
GUNNISON CO. - COLO
SCALE: 1 IN = 1600 FT
American Smelting & Refining Company
Salt Lake City, Utah

Exhibit A

DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

OFFICE OF MINERALS EXPLORATION
DOCKET 6640



CLAIMS
CRESTED BUTTE AREA
RUBY & ELK MOUNTAIN MNG. DISTS.
GUNNISON CO. - COLO
SCALE: 1 IN = 1600 FT
American Smelting & Refining Company
Salt Lake City, Utah

Exhibit A

14-290

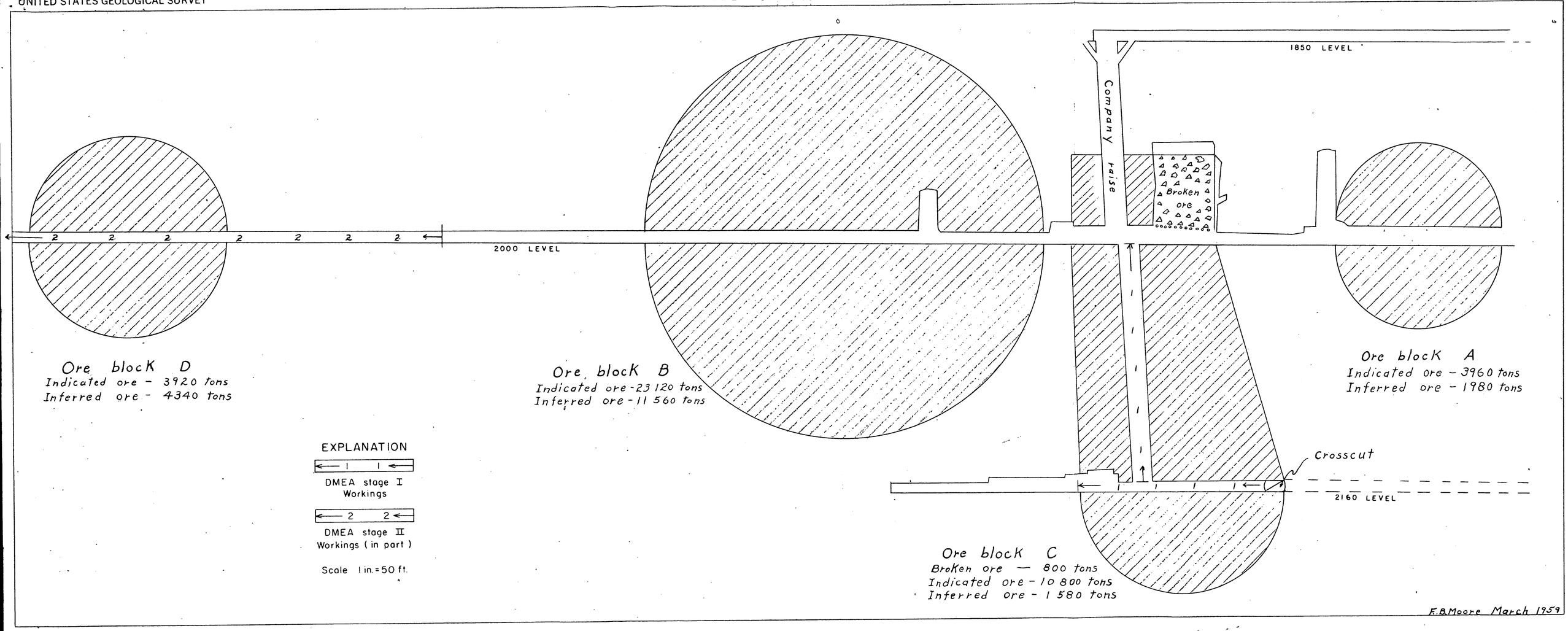


FIGURE 6-LONGITUDINAL SECTION OF PART OF UNION VEIN SHOWING INDICATED ORE RESERVES IN CONTRACT AREA, KEYSTONE MINE, GUNNISON COUNTY, COLORADO

OFFICIAL FILE COPY
O. M. E.
RECEIVED APR 6 1959
DATE INITIALS CODE

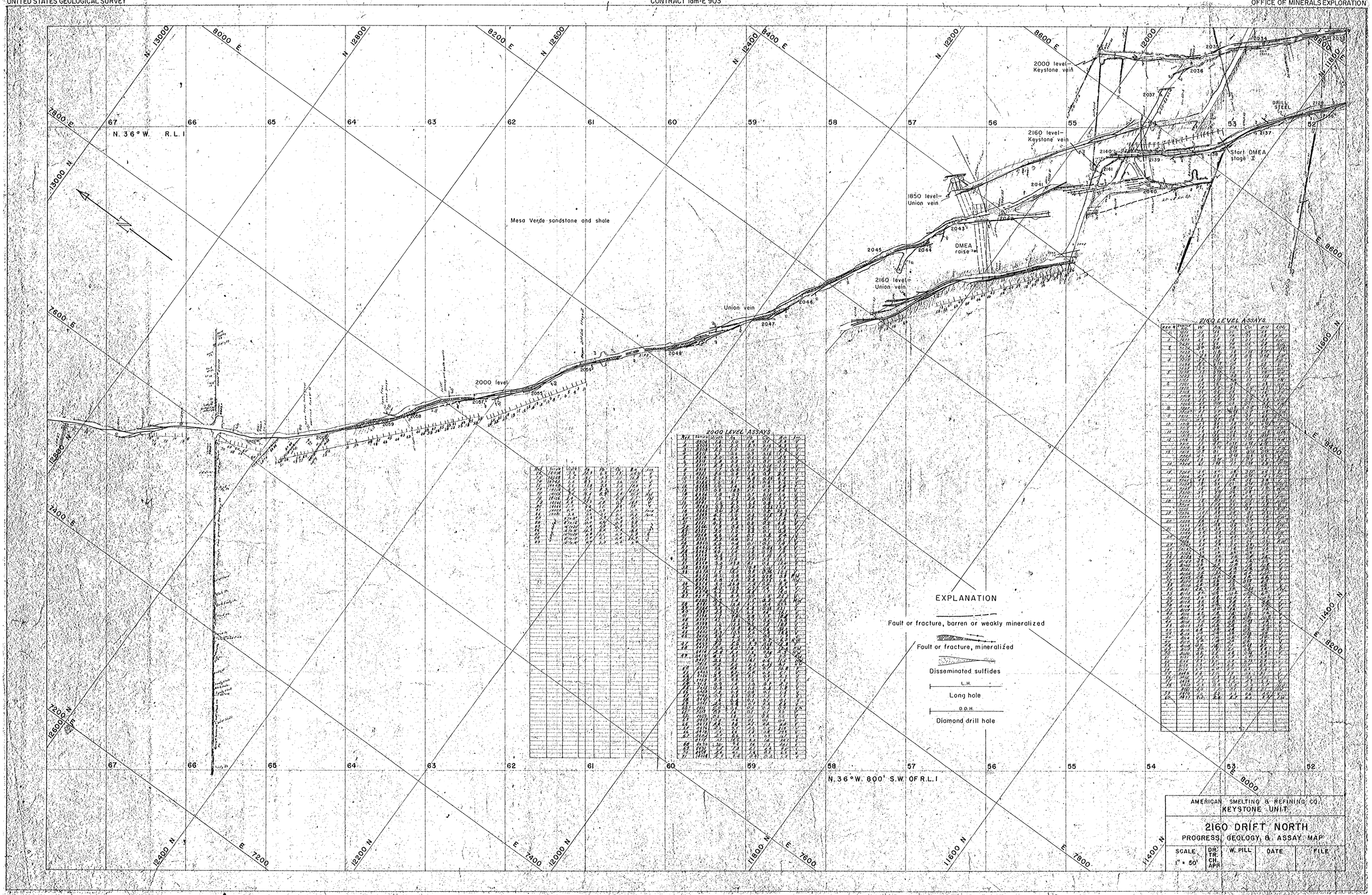


FIGURE 4–GEOLOGIC MAP SHOWING DMEA EXPLORATION ON THE 2160 LEVEL AND PART OF THE 2000 LEVEL, KEYSTONE MINE, GUNNISON COUNTY, COLORADO

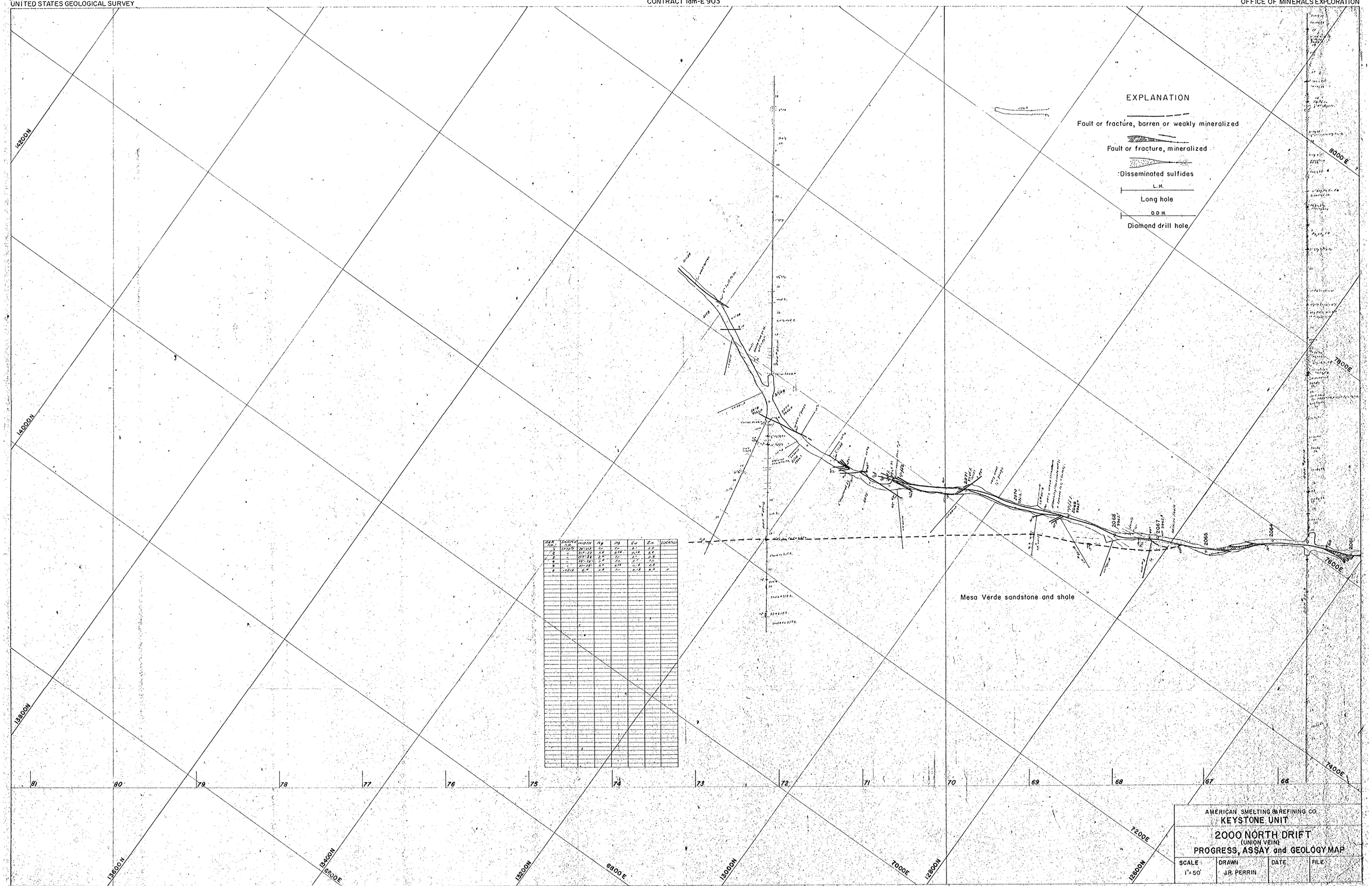
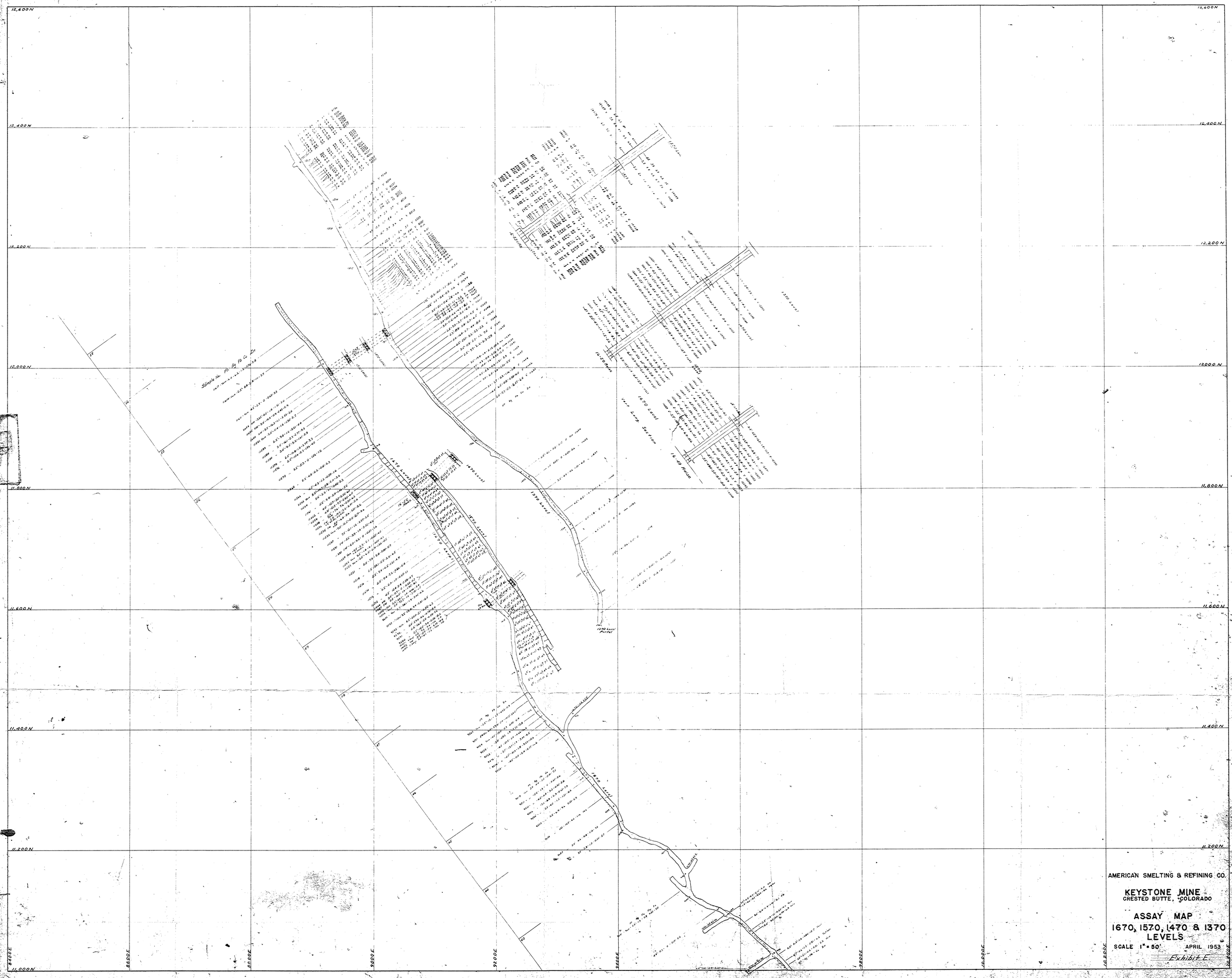


FIGURE 5-GEOLOGIC MAP (CONTINUATION OF FIGURE 4) SHOWING THE DMEA DRIFT, 2000 LEVEL KEYSTONE MINE, GUNNISON COUNTY, COLORADO


12,600N
12,400N
12,200N
12,000N
11,800N
11,600N
11,400N
11,200N
11,000N
8400E
8600E
8800E
9000E
9200E
9400E
9600E
9800E
10,000E
10,200E
1670 Level
1570 Level
1470 Level
1370 Level
1670 Long Section
1670 Raise
1670 Raise
1370 Level Portal
Sample No. Pb Ag Pb Cu Zn
AMERICAN SMELTING & REFINING CO.
KEYSTONE MINE
CRESTED BUTTE, COLORADO
ASSAY MAP
1670, 1570, 1470 & 1370
LEVELS
SCALE 1" = 50'
APRIL 1953
Exhibit E

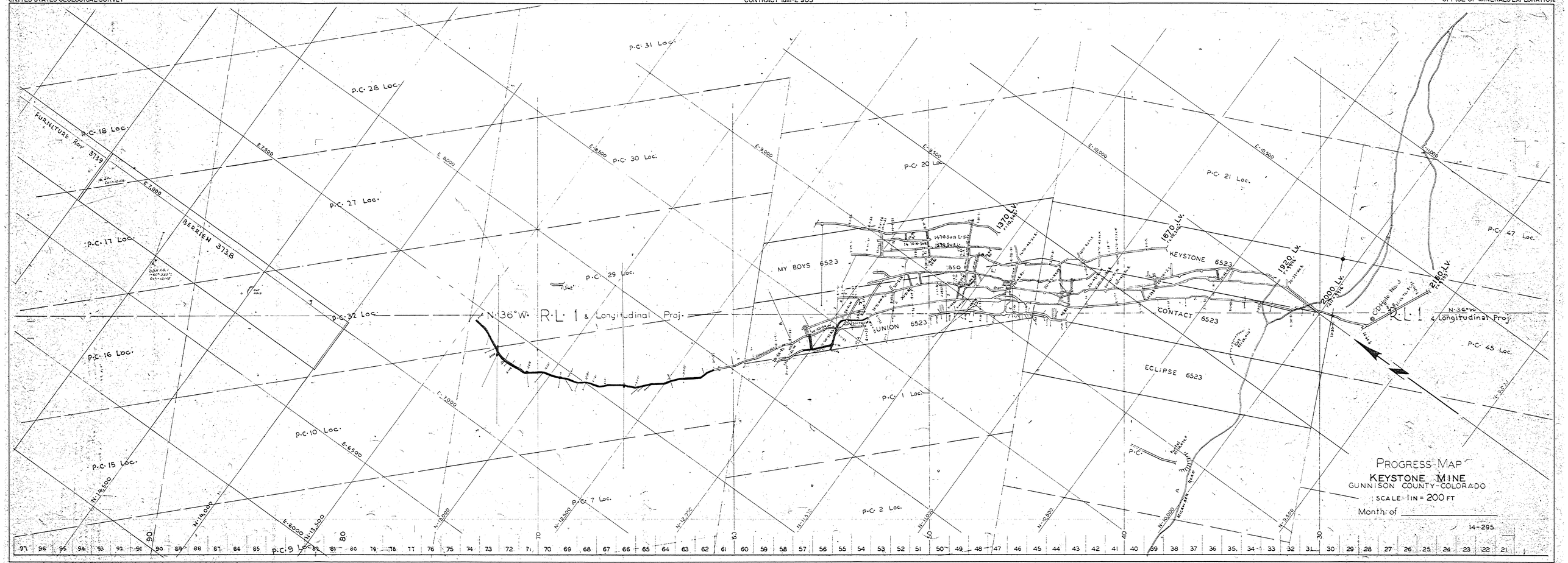
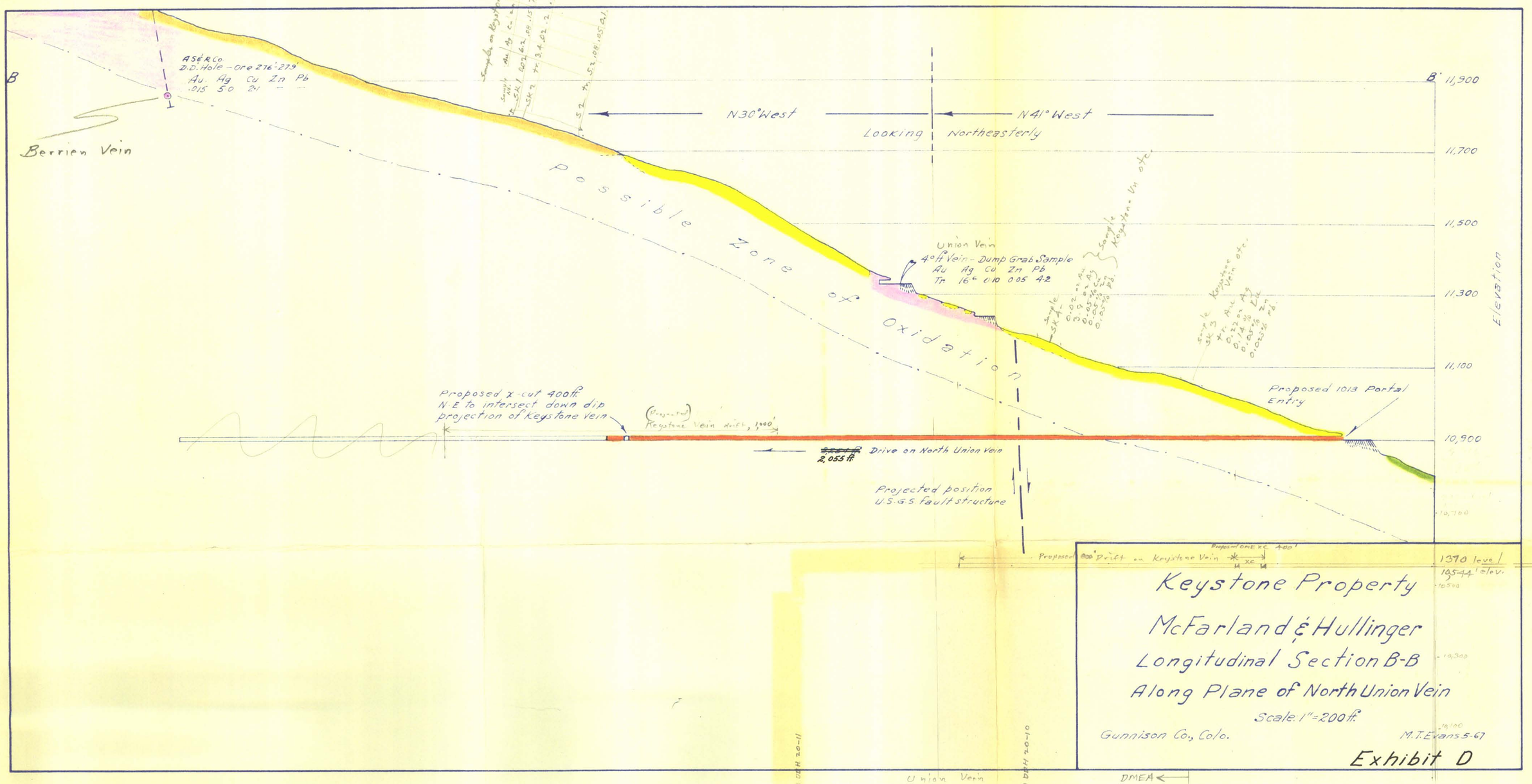
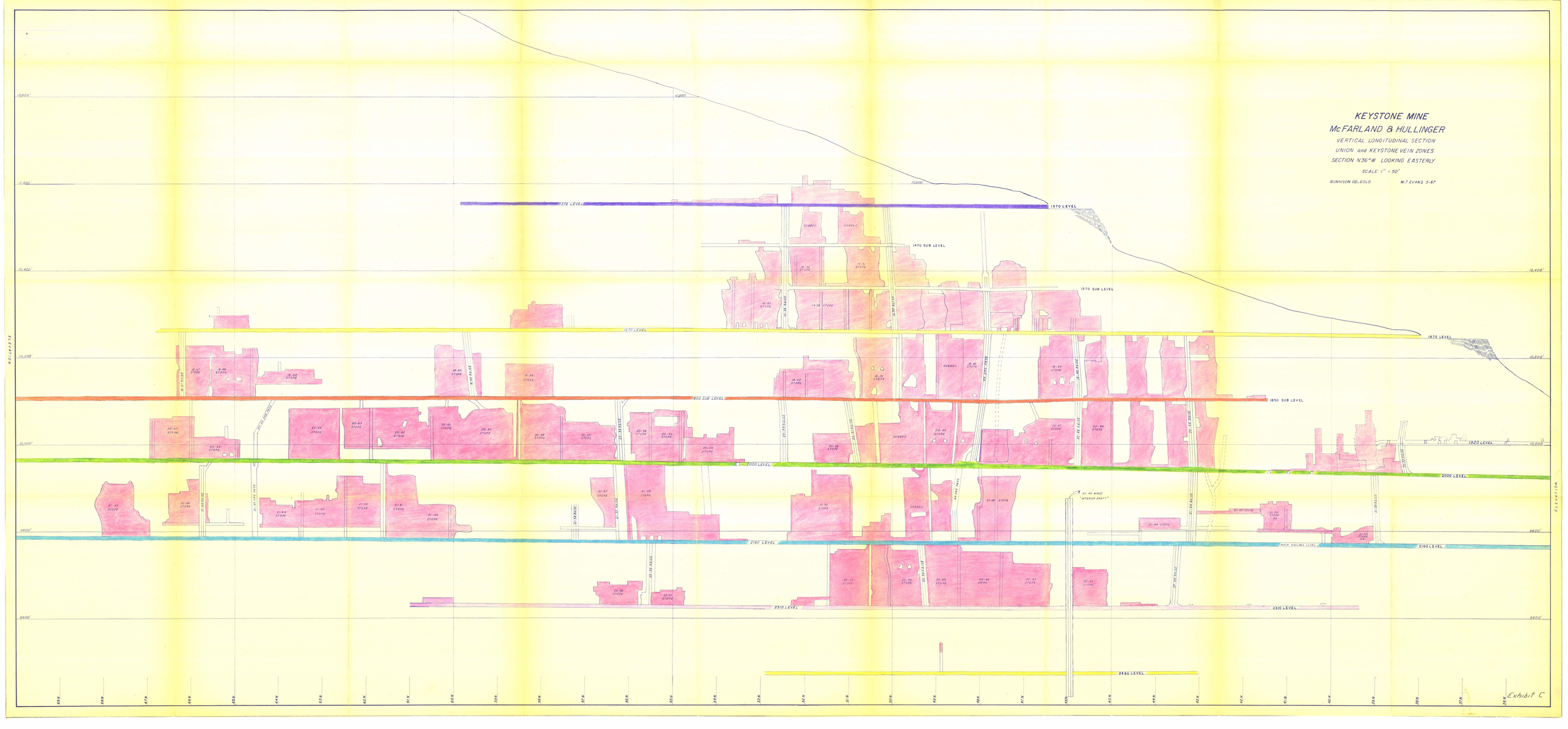


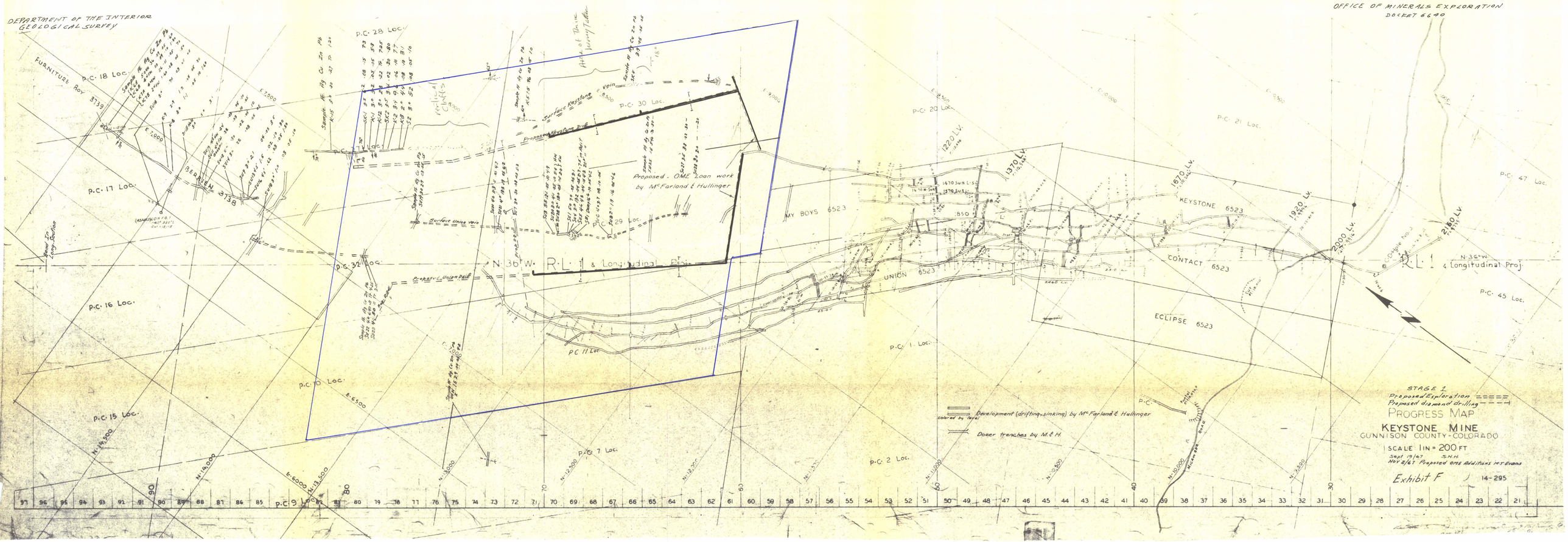
FIGURE 3—PLAN OF KEYSTONE MINE, GUNNISON COUNTY, COLORADO, SHOWING DMEA WORKINGS IN SOLID

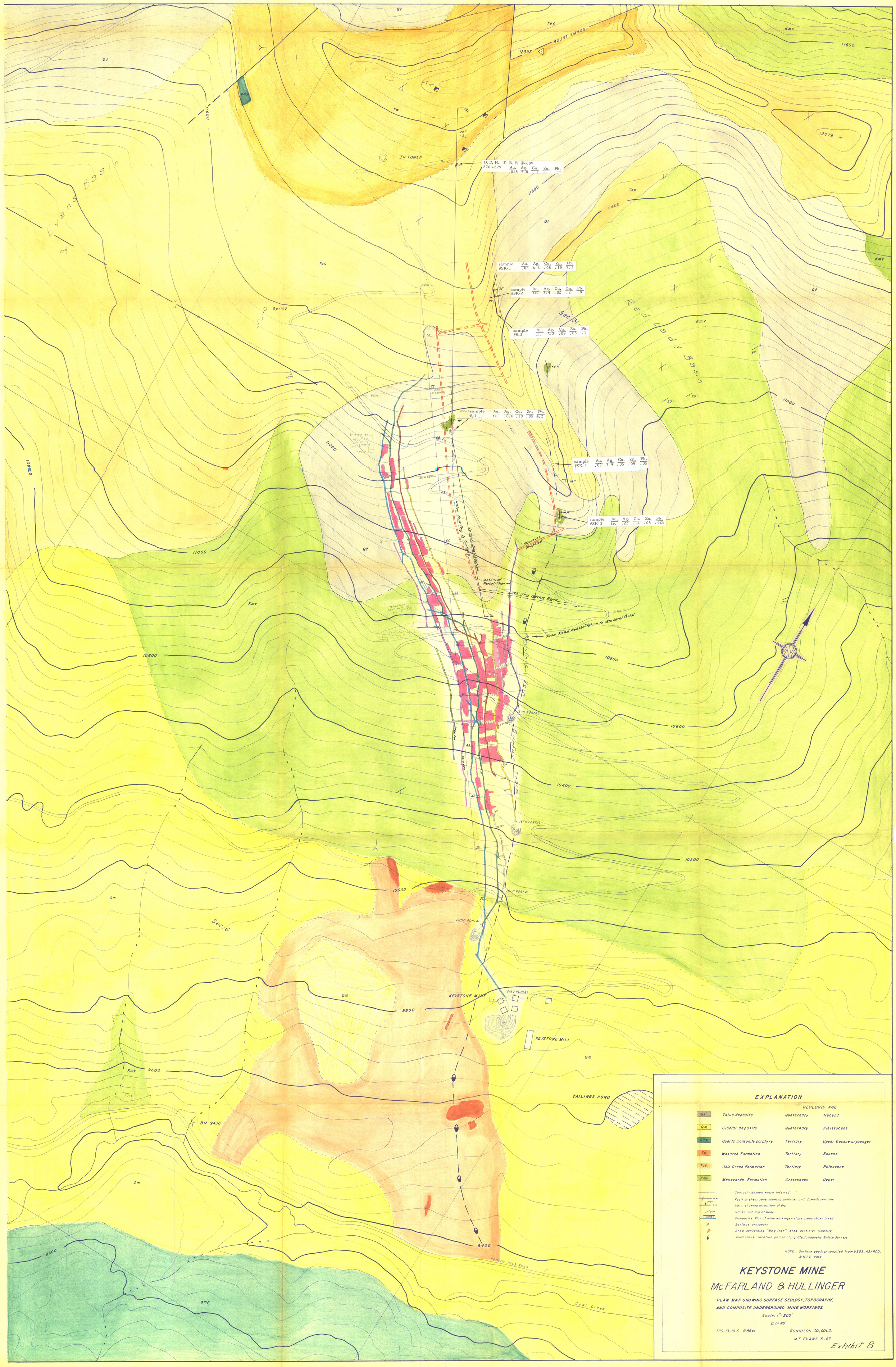

B
B'
ASER Co.
D.D. Hole - ore 276'-279'
Au Ag Cu Zn Pb
.015 5.0 2.1 — —
Berrien Vein
N30°West
N41°West
Looking Northeasterly
Possible Zone of Oxidation
Union Vein
4 ft Vein - Dump Grab Sample
Au Ag Cu Zn Pb
Tr. 16.6 0.10 0.05 4.2
Proposed x-cut 400 ft. N.E to intersect down dip projection of Keystone Vein
(Projected) Keystone Vein width, 1,000'
2,055 ft.
Drive on North Union Vein
Proposed 1013 Portal Entry
Projected position U.S.G.S. fault structure
11,900
11,700
11,500
11,300
11,100
10,900
10,700
10,500
10,300
10,100
9,900
9,700
Elevation
Proposed 800' Drift on Keystone Vein
Proposed ONE x.c. 400'
xc
1370 level
1,954.4' elev.
Keystone Property
McFarland & Hullinger
Longitudinal Section B-B
Along Plane of North Union Vein
Scale 1" = 200 ft.
Gunnison Co., Colo.
M.T. Evans 5-67
Exhibit D
Union Vein
DMEA
2000 level
9,916' elev.
DMEA
134' on Union Vn.
xc
147' on Keystone Vn.
2160 level
9755' elev.


KEYSTONE MINE
McFARLAND & HULLINGER
VERTICAL LONGITUDINAL SECTION
UNION and KEYSTONE VEIN ZONES
SECTION N36°W LOOKING EASTERLY
SCALE: 1" = 50'
GUNNISON CO., COLO.
M.T. EVANS 5-67
1370 LEVEL
1470 SUB LEVEL
1570 SUB LEVEL
1670 LEVEL
1850 SUB LEVEL
1920 LEVEL
2000 LEVEL
2160 LEVEL
MAIN HAULAGE LEVEL
2310 LEVEL
2460 LEVEL
21-46 WINZE "INTERIOR SHAFT"
ELEVATION
Exhibit C

DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

OFFICE OF MINERALS EXPLORATION
DOCKET 6640




MOUNT EMMONS
12392
TV TOWER
D. D. H. F. B. #1 @-60°
276'-279' Au. .015 Ag. 5.0 Cu. 2.1 Zn. -- Pb. --
sample #SK-1 Au. .02 Ag. 6.2 Cu. .08 Zn. .15 Pb. 7.3
sample #SK-2 Au. tr. Ag. 3.4 Cu. .02 Zn. .2 Pb. .8
sample #S-2 Au. tr. Ag. 5.2 Cu. .08 Zn. .05 Pb. .1
sample S-1 Au. tr. Ag. 16.6 Cu. .10 Zn. .05 Pb. 4.2
sample #SK-4 Au. .02 Ag. 3.9 Cu. .05 Zn. .05 Pb. .05
sample #SK-3 Au. tr. Ag. .22 Cu. .14 Zn. .05 Pb. .025
Evans Basin
Red Lady Basin
Sec 31
Sec 6
Union Vein Proj. to Surface
Longitudinal Section
1370 level Proposed
1013 Level Portal Proposed
200' New Access Road
3000' Road Rehabilitation to 1370 Level Portal
1370 PORTAL
1670 PORTAL
1920 PORTAL
2000 PORTAL
2160 PORTAL
KEYSTONE MINE
KEYSTONE MILL
TAILINGS POND
BM 9436
KEBLER PASS ROAD
Coal Creek
EXPLANATION
GEOLOGIC AGE
Qt Talus deposits Quaternary Recent
Qm Glacial deposits Quaternary Pleistocene
qmp Quartz monzonite porphyry Tertiary Upper Eocene or younger
Tw Wasatch Formation Tertiary Eocene
Toc Ohio Creek Formation Tertiary Paleocene
Kmv Mesaverde Formation Cretaceous Upper
Contact - dashed where inferred
Fault or shear zone showing upthrown and downthrown side
Vein showing direction of dip
Strike and dip of beds
Composite Plan of mine workings - stope areas shown in red
Surface prospects
Area containing "Bog Iron" pred. surficial limonite
Anomalous location points along Electomagnetic Surface Surveys
NOTE: Surface geology compiled from USGS, ASARCO, & M.T.E. data.
KEYSTONE MINE
McFARLAND & HULLINGER
PLAN MAP SHOWING SURFACE GEOLOGY, TOPOGRAPHY, AND COMPOSITE UNDERGROUND MINE WORKINGS.
Scale: 1"=200'
C.I.=40'
TPS 13-14 S R 86 W.
GUNNISON CO., COLO.
M.T. EVANS 5-67
Exhibit B

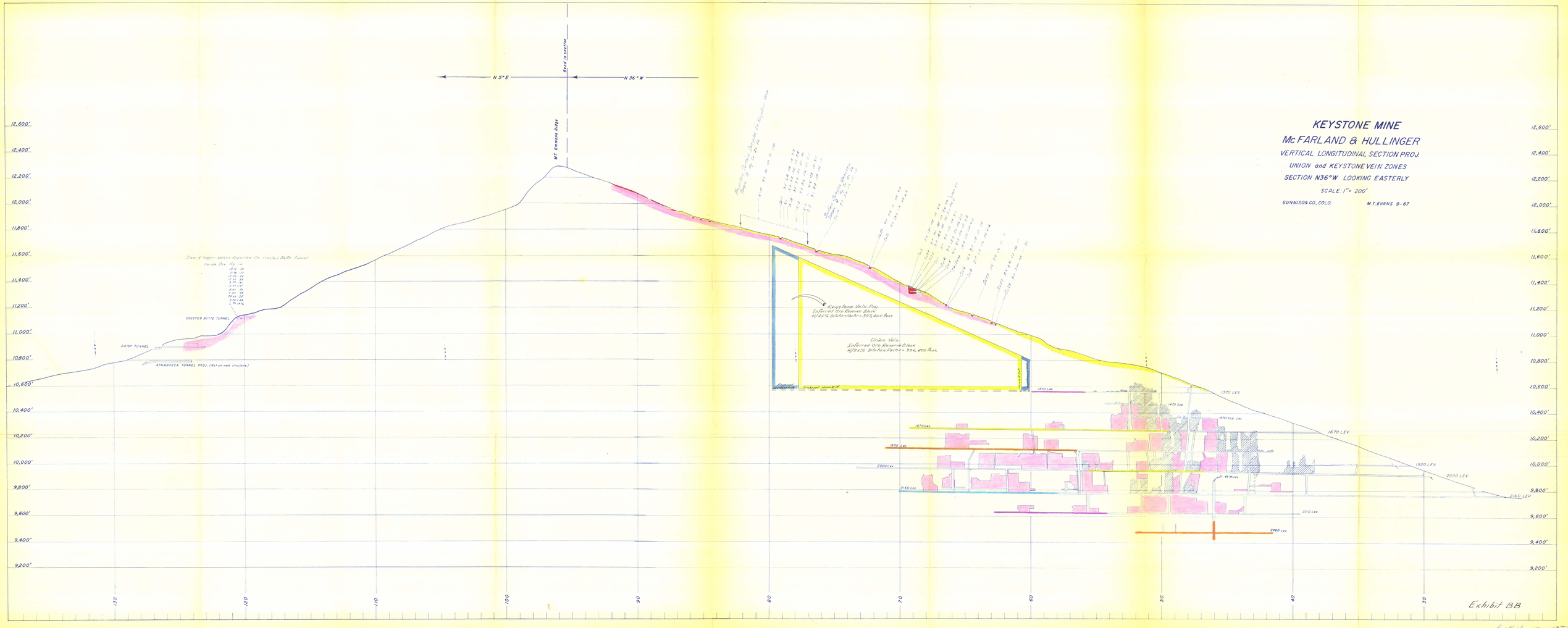
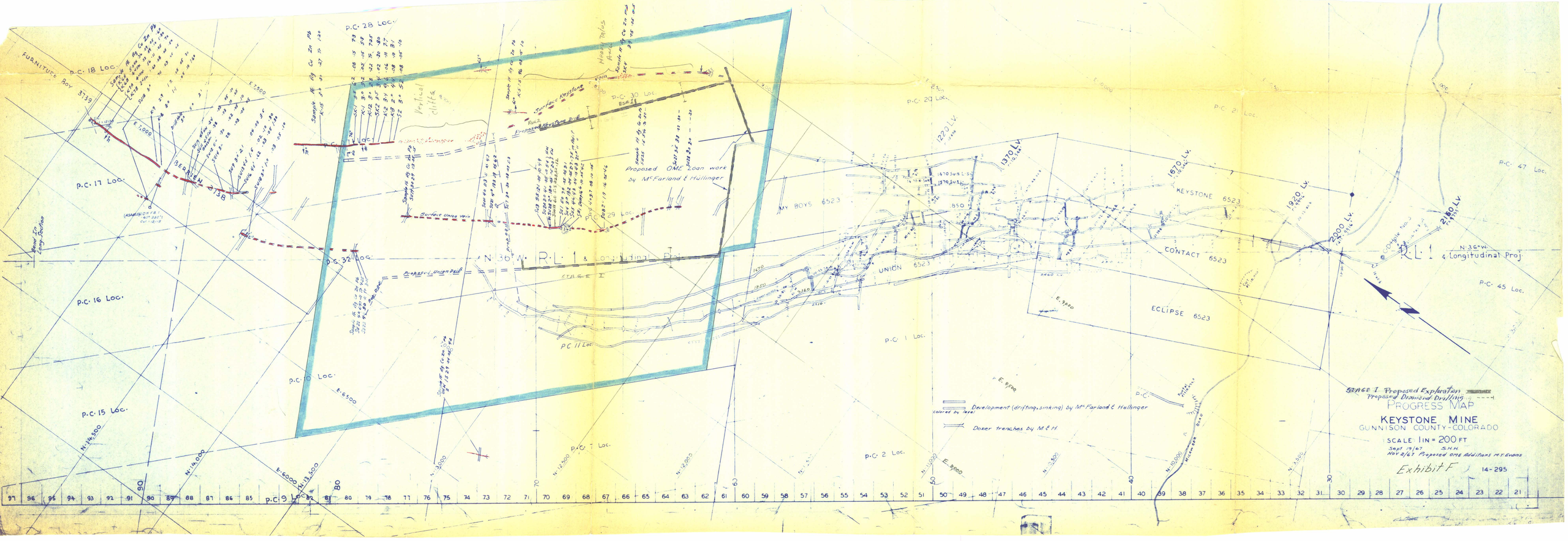
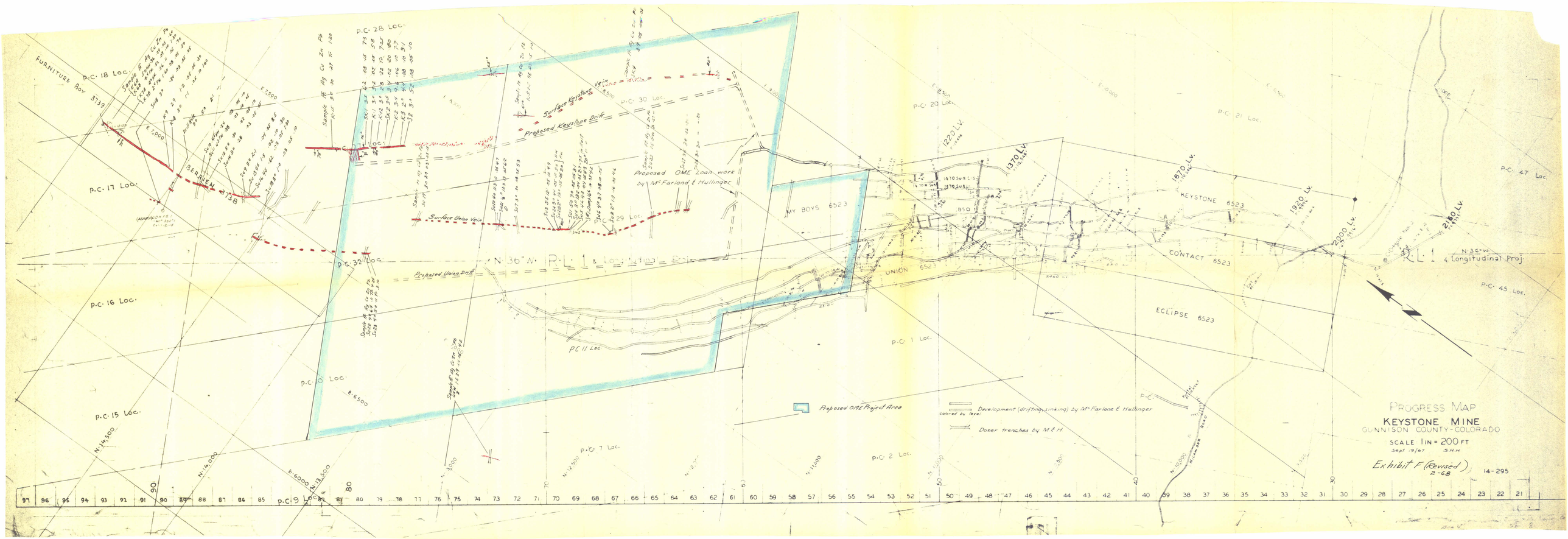
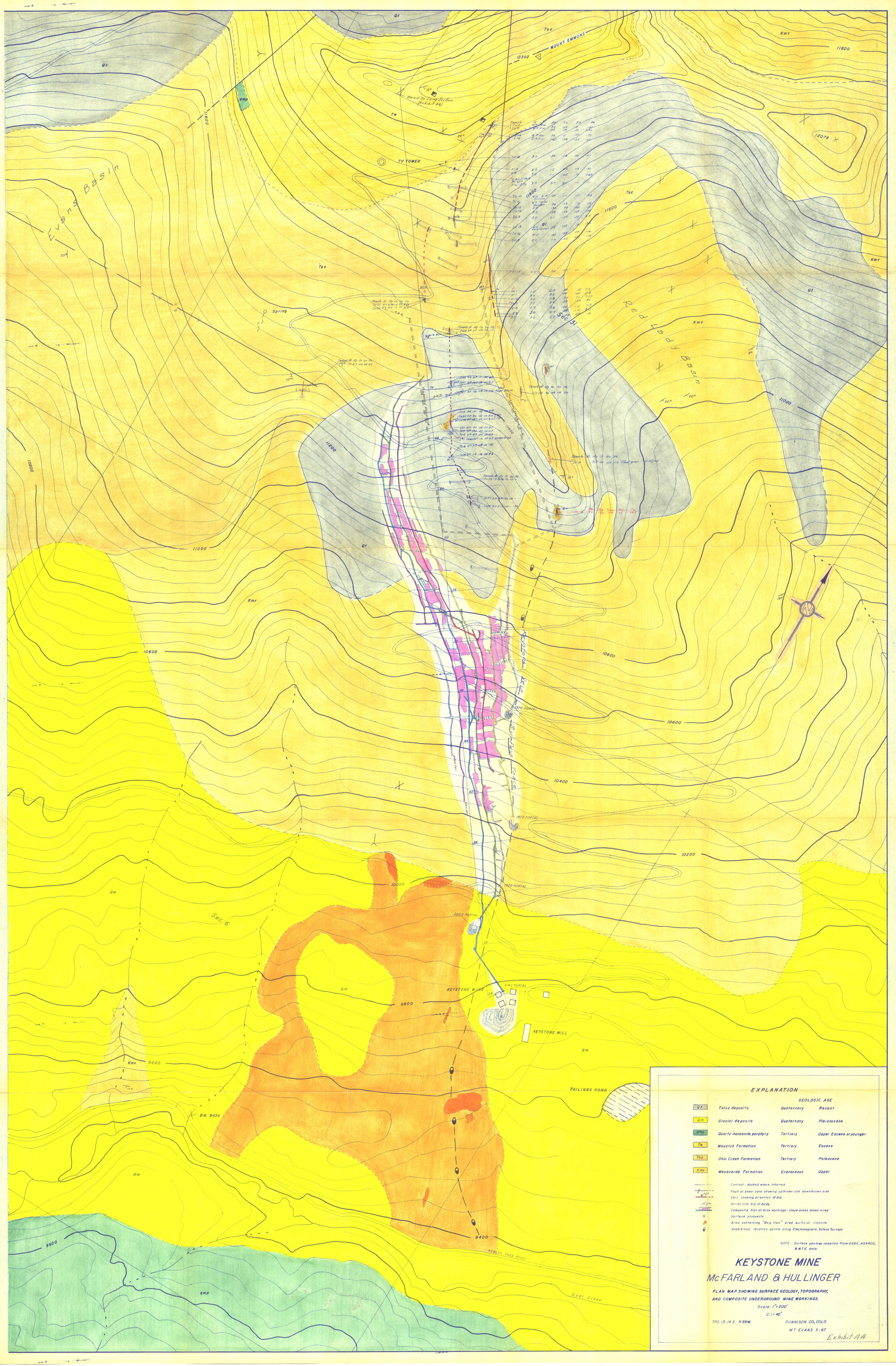

KEYSTONE MINE
McFARLAND & HULLINGER
VERTICAL LONGITUDINAL SECTION PROJ.
UNION and KEYSTONE VEIN ZONES
SECTION N36°W LOOKING EASTERLY
SCALE 1" = 200'
GUNNISON CO., COLO.
M.T. EVANS 9-67
N 5° E
N 36° W
Mt. Emmons Ridge
CRESTED BUTTE TUNNEL
DAISY TUNNEL
ATHABASCA TUNNEL PROJ. (Not on exist. structure)
Keystone Vein Proj.
Inferred Ore Reserve Block
Union Vein
Inferred Ore Reserve Block
1370 LEV.
1670 LEV.
1920 LEV.
2000 LEV.
2160 LEV.
2310 LEV.
2460 LEV.
12,600'
12,400'
12,200'
12,000'
11,800'
11,600'
11,400'
11,200'
11,000'
10,800'
10,600'
10,400'
10,200'
10,000'
9,800'
9,600'
9,400'
9,200'
130
120
110
100
90
80
70
60
50
40
30

Exhibit BB


STAGE I Proposed Exploration
Proposed Diamond Drilling
PROGRESS MAP
KEYSTONE MINE
GUNNISON COUNTY-COLORADO
SCALE 1in = 200 FT
Sept 19/67 S.H.H.
Nov 2/67 Proposed OME Additions M.T. Evans
Exhibit F
14-295
Proposed OME Loan work by McFarland & Hullinger
Development (drifting, sinking) by McFarland & Hullinger
coloured by level
Dozer trenches by M & H
KEYSTONE 6523
CONTACT 6523
UNION 6523
ECLIPSE 6523
MY BOYS 6523
BEARDEN 2138
FURNITURE BOY 3739
P.C. 17 Loc.
P.C. 16 Loc.
P.C. 15 Loc.
P.C. 18 Loc.
P.C. 28 Loc.
P.C. 30 Loc.
P.C. 29 Loc.
P.C. 32 Loc.
P.C. 11 Loc.
P.C. 20 Loc.
P.C. 21 Loc.
P.C. 47 Loc.
P.C. 45 Loc.
P.C. 1 Loc.
P.C. 2 Loc.
P.C. 7 Loc.
P.C. 9 Loc.
P.C. 10 Loc.
Heavy Talus
Vertical cliffs
Surface Keystone vein
Surface Union vein
Proposed Keystone Drift
Proposed Union Drift
N 36° W R.L. 1 & Longitudinal Proj
STAGE I
1220 LV.
1370 LV.
1570 LV.
1920 LV.
2000 LV.
2150 LV.
1470 SUN LS
1470 SUN LS
850
1370
1570
1920
2150
Road To Long Section
Creek
Gulch
Road
Mine Dump
E 2,000
E 6,500
E 6,000
E 8,000
E 9,000
E 9,500
N 14,500
N 14,000
N 13,500
N 13,000
N 12,500
N 12,000
N 11,500
N 11,000
N 10,500
N 10,000
N 9,500
N 36° W
R.L. 1 & Longitudinal Proj
97 96 95 94 93 92 91 90 89 88 87 86 85 84 83 82 81 80 79 78 77 76 75 74 73 72 71 70 69 68 67 66 65 64 63 62 61 60 59 58 57 56 55 54 53 52 51 50 49 48 47 46 45 44 43 42 41 40 39 38 37 36 35 34 33 32 31 30 29 28 27 26 25 24 23 22 21


PROGRESS MAP
KEYSTONE MINE
GUNNISON COUNTY-COLORADO
SCALE 1 IN = 200 FT
Sept 1967 S.H.H.
Exhibit F (Revised) 2-68
14-295
Proposed OME Project Area
Development (drifting-sinking) by Mc Farlane & Hullinger
colored by level
Dozer trenches by M & H
Proposed OME Loan work by Mc Farland & Hullinger
Surface Keystone Vein
Proposed Keystone Drift
Surface Union Vein
Proposed Union Drift
N 36° W
R.L. 1 & Longitudinal Proj
FURNITURE BOY 3739
SERPIENT 2738
MY BOYS 6523
KEYSTONE 6523
CONTACT 6523
UNION 6523
ECLIPSE 6523
1222 LV.
1370 LV.
1550 LV.
1920 LV.
2300 LV.
2150 LV.
P.C. 18 Loc.
P.C. 17 Loc.
P.C. 16 Loc.
P.C. 15 Loc.
P.C. 28 Loc.
P.C. 30 Loc.
P.C. 29 Loc.
P.C. 21 Loc.
P.C. 47 Loc.
P.C. 45 Loc.
P.C. 32 Loc.
P.C. 11 Loc.
P.C. 1 Loc.
P.C. 7 Loc.
P.C. 2 Loc.
P.C. 9 Loc.
N-14,500
N-14,000
N-13,500
N-12,500
N-11,500
E-6000
E-6500
E-7500
E-9000



EXPLANATION

		GEOLOGIC AGE	
Qt	Talus deposits	Quaternary	Recent
Qm	Glacial deposits	Quaternary	Pleistocene
qmp	Quartz monzonite porphyry	Tertiary	Upper Eocene or younger
Tw	Wasatch Formation	Tertiary	Eocene
Toc	Ohio Creek Formation	Tertiary	Paleocene
Kmv	Mesaverde Formation	Cretaceous	Upper

Contact - dashed where inferred
Fault or shear zone showing upthrown and downthrown side
70° Vein showing direction of dip
21° Strike and dip of beds
Composite Plan of mine workings - stope areas shown in red
Surface prospects
Area containing "Bog Iron" pred. surficial limonite
Anomalous location points along Electomagnetic Suface Surveys

NOTE: Surface geology compiled from USGS, ASARCO, & M.T.E. data.

KEYSTONE MINE

McFARLAND & HULLINGER

PLAN MAP SHOWING SURFACE GEOLOGY, TOPOGRAPHY, AND COMPOSITE UNDERGROUND MINE WORKINGS.

Scale: 1" = 200'

C.I. = 40'

TPS. 13-14 S R 86 W. GUNNISON CO., COLO.

M.T. EVANS 5-67

Exhibit AA