MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME –
Contract No. 14-23-090 –
Contract Date

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Gunnison, State of Colorado, described as follows:[2] The Way Up Lode Mn NO 2420

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and Bonanza Milling Corp Ohio City Colorado hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance 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]

2. 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.

3. 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 blank.)

None

1/ 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 must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

4. 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 true copies of such notice; and

5. 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.

6. Added provisions _____ (State "None" or "See Annex No.____".)

Dated this 19th day of December, 19 67.

X Roy F. Carpenter (Seal)	Route 4	(Street)
	Caldwell, Idaho, 83605	(City & State)
Owner Way Up Lode		
		(Street)
(Seal)		(City & State)
		(Street)
(Seal)		(City & State)
		(Street)
(Seal)		(City & State)
		(Street)
(Seal)		(City & State)
		(Street)
(Seal)		(City & State)

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., 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.

_____
(Corporate Seal)

MME Form 52
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x Roy F. Carpenter (Seal)	Route 4	(Street)
Owner Way Up Lode	Caldwell, Idaho, 83605	(City & State)
_____ (Seal)	_____	(Street)
		(City & State)
_____ (Seal)	_____	(Street)
		(City & State)
_____ (Seal)	_____	(Street)
		(City & State)
_____ (Seal)	_____	(Street)
		(City & State)
_____ (Seal)	_____	(Street)
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I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., 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.

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MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME –
Contract No. 14-23-090 –
Contract Date

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

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described as follows:[2] The Way up Lode Mine No. 2420

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and Shenandoah Milling Corp. Ohio City Colo.[3] hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

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	_____	(City & State)
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MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

FOR GOVERNMENT USE ONLY
Operator
Docket No. OME –
Contract No. 14-23-090 –
Contract Date

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	Caldwell, Idaho, 83605	(City & State)
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_____ (Seal)	_____	(Street)
		(City & State)
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_____ (Corporate Seal)

MME Form 9
Rev. Nov. 65

UNITED STATES
DEPARTMENT OF THE INTERIOR
Geological Survey

OFFICIAL DOCKET FILE

Contract No. _____ Docket No. 6687

Application
- [ ] Denied
- [ ] Withdrawn

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

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

Folder No. 1:

Left Side

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

Right Side

- [ ] Project Summary (final)
- [ ] Work Completed Analysis (final)
- All other material filed in chronological order including the following reports if checked:
- [ ] Field Team Semiannual Report for Certified Project
- [ ] Final Field Team Report (Tab)
- [ ] Operator's Final Report (Tab)
- [ ] Interim Field Team Reports
- [ ] Operator's monthly reports and all attachments
- [ ] On-site Exam. Report (Tab)
- [ ] Settlement Sheets
- [ ] Drill Logs

Additional Folders:

Left Side

Folders No. _____: Reports
- [ ] Analysis of Semiannual Inspection Reports
- [ ] Project Summary (Interim) by MME Engineers

Right Side

- [ ] Field Team Semiannual Report for Certified Project
- [ ] Field Team Interim Reports
- [ ] Operator's Monthly Reports with Transmittal, Narrative and Maps

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

Folders No. _____: Settlement Sheets

Folders No. _____: Drill Logs

Folders No. _____: Royalty Material

72195-65

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
FEDERAL CENTER, DENVER, COLORADO 80225

Office of Minerals Exploration
Building 53 Room 203

January 16, 1968

OFFICIAL COPY
O. M. E.
RECEIVED
JAN 18 1968
INITIALS | CODE

Memorandum

To: Chief, Office of Minerals Exploration

From: Field Officer, Region III

Subject: Comanche Milling Corporation (Au and Ag)
Carter and Way-Up Mines
Gunnison County, Colorado

Transmitted herewith is an application for financial assistance in minerals exploration on the above-stated property. One copy is being retained in the Field Office, Region III.

J. William Hasler
mc.

J. William Hasler,
Field Officer, Region III
Office of Minerals Exploration

Enclosure

Office of Minerals Exploration
Building 53 Room 203

January 16, 1968

Mr. Glen Berry, President
Comanche Milling Corporation
Ohio City, Colorado 81237

Subject: Comanche Milling Corporation (Gold and Silver)
Carter and Way-Up Mines
Gunnison County, Colorado

Dear Mr. Berry:

One copy of your application for financial assistance in minerals exploration on the above-stated property has been forwarded to our Washington Office, and you will be hearing from them in the near future. Our correct mailing address is:

Mr. J. William Hasler, Field Officer, Region III
Office of Minerals Exploration -- U. S. Geological Survey
Denver Federal Center -- Building 53 -- Room 203
Denver, Colorado 80225

If you have any questions or we can be of service to you, please write or call us. Our telephone number is 233-3611, extensions 8598 or 8731.

Sincerely yours,

J. William Hasler,
Field Officer, Region III
Office of Minerals Exploration

cc: Chief, Office of Minerals Exploration
Comanche Milling Corporation application file
OME chron
Mr. Hasler

MME Form 40
Jan. 65

Budget Bureau No. 42-R1508
Approval expires Dec. 31, 1968

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

OFFICIAL COPY
O. M. E.
RECEIVED
JAN 23 1968
PARTIAL CODE

APPLICATION FOR FINANCIAL ASSISTANCE IN MINERAL EXPLORATION

Pursuant to Public Law 85-701 (72 Stat. 700; 30 U.S.C. 641)

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

Comanche Milling Corp.
Ohio City 81237
Colorado

APPLICANT DO NOT USE THIS BLOCK

DOCKET NUMBER: 6687

DATE RECEIVED: 1-18-68

REGION: III

DIVISION CODE:

BUSINESS ORGANIZATION *(Check one)*

- INDIVIDUAL [ ]
- CORPORATION [✓]
- PARTNERSHIP [ ]
- OTHER *(Specify)* [ ]

STATE IN WHICH FIRM IS ORGANIZED: Colorado

LIST CORPORATE OFFICERS OR PARTNERS HERE, IF APPLICABLE

NAME	ADDRESS	TITLE
Glenn Berry	Ohio City and 831 24 Road Grand Junction Colo	Pres
T. Joseph Berry	Monticello Utah	Vice Pres
Norva L Berry	831 24 road Grand Junction Colo	Sec Treas

MINERAL(S) FOR WHICH YOU WISH TO EXPLORE: Gold and Silver

ESTIMATED COST OF PROJECT: $ 223,243.93

PROPERTY NAME	LOCATION COUNTY	STATE
Carter Mine	Gunnison	Colorado
Wayups Mine	"	"

GENERAL INSTRUCTIONS

Before filling out this application, please read the *OME Regulations for Obtaining Federal Assistance in Financing Explorations for Mineral Reserves* (30 CFR Chap. III). To assure prompt action, your application must provide all applicable material and information specified on the back of this application form. Avoid unnecessary correspondence and delays by submitting complete and accurate information. *Please submit two copies of this application and all accompanying papers* except as otherwise noted. Place your name and address on each sheet. Each item of information, maps, and reports required as a part of this application is described on the back of this form. Identify each attached statement by the item number to which it applies. If an item does not apply to your application, show the item number on your statement and after it write "not applicable." Maps or sketches should be used to supplement narrative descriptions of the property location and boundaries in item 2, existing mine workings and geology in item 3, and the proposed exploration work in item 5. When this information is not too complex, all of it may be shown on one map or sketch. All documents and other attachments submitted as a part of this application, except those in item 3(g) which you mark to be returned, become the property of the Government and will not be returned to the applicant. Send true copies, *not originals*, of leases, contracts, and other documents which are an essential part of your business records. *File this application with the Office of Minerals Exploration, Department of the Interior,* ~~Washington 25, D. C. or the nearest OME Field Office.~~ Washington, D. C., 20242, or with the nearest OME Field Office.

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief, and that he would not ordinarily undertake the proposed exploration under current conditions and circumstances at his sole expense.

Jan 12 1968
DATED

Glenn Berry
BY *(Signature)*

Pres
TITLE

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

INFORMATION REQUIRED WITH THIS APPLICATION

1. Financial Eligibility:

(a) Submit evidence of efforts made within 90 days preceding the filing of this application to obtain credit from your bank of account and at least one other banking institution or other private source of credit. Such evidence shall include true copies of correspondence which show: (1) date of loan request, (2) amount and terms requested, (3) proposed use of loan funds, and (4) the replies from credit sources. If the loan was offered under terms which you consider unreasonable, state why you consider them so.

(b) List names and addresses of affiliated, parent, or controlling companies or organizations and state extent and nature of their interest.

(c) State how you propose to furnish your share of the cost of the exploration work.

2. Applicant's Rights in Land:

(a) State your interest in the land and mineral rights, whether owner, lessee, purchaser under contract, or other. If you are not the owner, submit one true copy of the lease, contract, or other document (with address of owner) under which you control the property. Describe all liens, mortgages, or other encumbrances on the land and state book and page number and official place where recorded.

(b) State the legal description (section, township, and range; metes and bounds; patent number of claims) of the land upon which you wish to explore and all adjacent land which you own or control. Describe any part of the land or workings which should not be subject to Government royalty and liens. If the land consists of unpatented claims, state book and page number for each recorded location notice, including amended locations, and official place where recorded. State all the names by which you know the property.

(c) For all land or mineral rights encumbered or not owned, submit five copies of Lien and Subordination Agreements on MME Form 52. If the agreements cannot be obtained, state reasons and provide copies of letters of refusal.

3. Physical Description:

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

(b) State your interest, if any, in operations described in (a).

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

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

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

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

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

4. Accessibility of Property:

(a) To aid the OME representative who may examine the property, state name and address of person who will meet him; give directions for reaching the property; and describe accessibility of property and of any mine workings.

(b) Name the shipping and supply points and state the distances to the property.

5. Exploration Work:

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

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

(c) If an OME contract is executed, state how soon thereafter work would be started and finished. State your anticipated average daily or monthly rate of progress for each type of work.

6. Experience:

State your operating experience and background to conduct this exploration work and also that of the person who will supervise the work.

7. Estimate of Costs:

Furnish detailed estimates of the necessary costs *for each item of the work proposed in 5(a)* under the headings listed below with a total for each heading and the estimated total cost of the work. Costs for any work to be performed by an independent contractor should be listed separately under category (a) below. Costs for any work that is not to be performed by an independent contractor should be listed under categories (b) through (g).

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

(b) Personal services. The cost of supervision, engineering and geological services, outside consultants, and labor should be itemized by numbers and classes of employees; rates of wages, salaries or fees; and periods of employment. State whether these services are available.

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

(d) Operating equipment. List items of equipment and tools costing $50 or more per unit. Give specifications and indicate how each item is to be acquired—i.e., rented, purchased or provided by the applicant. If rented or purchased, state the estimated rental or purchase price. If furnished by the applicant, state condition and present fair market value.

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

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

(g) Miscellaneous. Describe the type and estimate the cost of repairs and maintenance of the operating equipment listed in 7(d). Do not repeat initial repairs listed in 7(e). Show also the costs of analytical work, accounting, workmen's compensation and employees' liability insurance, payroll taxes, and other required costs that do not fall within the previous categories. [*Note*—The Government will not contribute to costs incurred before the date of the contract, or to costs of or incident to: (1) acquiring, using, or possessing land and any existing improvements, facilities, buildings, installations, and appurtenances, or the depreciation and depletion thereof; (2) general overhead, corporate management, interest and taxes (other than payroll and sales taxes); (3) insurance (other than employees' liability insurance); and (4) damages to persons or property (other than authorized repair to or replacement of equipment or other property used in the work).]

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

Contents of application to O.M.E. together with MME form40 -AA

INDEX

	Exhibits
----Proof of ownership----	
Warranty deed from O.A.Sutton to Comanche Milling Corp.	A
Quit claim deed " " " " " "	B
Contract with Michiana Realty(mineral rights reserved 12yr)	E
Lease on Way Up mine from Dr Roy Carpenter	D
----Maps of properties and proposed projects----	
Carter Mine and projects A and B	C
Way Up Mine and project C	J
Carter Mine Main Map by Beck	C1
----Contracts on operations now inforce.----	
Schneider and Mann on Carter Lake placer project.	V
----Engineers Reports -----	
Bauer report	F
Yarberry report	G
Directorof the Mint from Dr Carpenter	I
Hopkins Report	W
----Letters on M M E Form 52 -----	
O.A.Sutton refusal	X
Michiana Realty	X 1
Dr Carpenter	X 2
Comanche Milling Corp	X 3
FINANCIAL STATEMENT	X 4
----Request for loans other than O.M.E.----	
First National Bank of Gunnison Colo ~~xxxxxx~~ request	H
Gunnison Bank and Trust Co Gunnison Colo " "	N
First National Bank of Gunnison Colo Refusal	P
Gunnison Bank and Trust Co Gunnison Colo "	Q
---- Information Exhibits----	
Air to drift contractors	L 1
C.M.C. equipment rented to drift contractors	Y 4
How C.M.C. will pay 25% of contract	Y 5
Contemplated Production	Y 6
PROJECTS A B C & Rehab	Y 7
---- Cost of Contract ----	
Mine rail and accessories	K
Pipe (aluminum)	L
Inter communication system	L 2
Rehabilitate Raise	M
Timber and ties	R
Repair cabin at Way Up Mine	R 1
Build tool house at Way Up Mine	R 2
Transportation	S
Ventilation	T
Pickup Caveins	U
Equipment owned by C.M.C. and used on O.M.E. contract	Y
Tools less that $50.00	Y 1
Equipment over $50.00	Y 2
Maintenance	Y 3
Supervision	Z
Analytical costs	Z 2
Accounting	Z 3
Compensation and liability insurance	Z4
Social Security and F.I.C.A.	Z 5
Drift contract specs and cost	ZZ
Road Building	ZZ 1
Core Drilling	ZZ 2
Contractor Bids	

United States Department Of The Interior
Geological Survey
Office Of Mineral Exploration
Denver Federal Center Building 53 Room 200
Denver Colorado 80225

Mr J.William Hasler Field Officer Region III

Dear Mr Hasler;

Endevering to furnish the information requested, to secure an O.M.E. exploration loan, we herewith present as listed in

1. your form MME form 40, the following;

(A) 2 copies of our latest financial statement.

1 2 Copies of request for loan from First Ntl Bk Gunnison Colo

2 2 Copies of request for loan from Gunnison Bank and trust Gunnison Colorado.

3 2 Copies of refusal from First National Bank Gunnison Colo.

4 2 Copies of refusal from Gunnison Bank and Trust Gunnison Colo.

(B) Comanche Milling Corp. Officers and ownership is as follows;

Glenn Berry	President and Gen Mgr	41 %
T.Joseph Berry	Vice President	22 %
Norva L. Berry	Secretary Treas	18 %
Twilda Berry		4 %
Lloyd and Elsa Bruce		10 %
J.H.and Leona Brown		5 %

(C) See exhibit Y 5.

2.

(a) Claims covering the Homestake drift/Project A are, ~~Sheridan~~ patented and are conveyed to the Comanche Milling Corp in a warranty deed from O.A.Sutton (see exhibit A).

O.A.Sutton holds a deed of trust against the property for the amount due April 1st 1968 of $ 4,000.00.

Michiana Realty Inc has a contract for the claims with Comanche Milling Corp retaining the ~~xxxxxxx~~ mineral rights until Jan 1st 1979. see exhibit E .

Homestake Extention claim is unpatented and is owned by the Comanche Milling Corp, Location filed in Book 400 Page 234 County of Gunnison State of Colorado.

~~xxxxxx~~ The above applys to claims covering the Blue fault Project B. see exhibit C.

Project C is located on the Way Up claim owned by Dr Roy Carpenter, from whom we have a lease see exhibit D, & Exhibit X2

~~(b)~~

(b) The claims we propose exploring under are the patented claims;

Name	Survey No.	Location
Sheridan	13629	Sec 12-7 T50N R4E
Chloride	13629	" " " " "
Santaquin	13629	" " " " "
Grand Prize	17715	" 7 T50N R4E
Grand Prize No. 2	17715	" " " "
Grand Prize No. 5	17715	" " " "
Yellow Pine	15579	Sec 12-13 T50N R3½E
Lee Richard	15579	" " " " "
Volunteer Extention	6202	" " " " "

2. (b) Continued

Name	Survey No.	Location
Little Tina	15579	Sec 12 T50N R3½E
Adda F	18731	" " " "
McDougal	18731	" " " "

And the unpatented claim "Homestake Extention" Book 400 pg234 Sec 7 ~~R4~~ T50N R4E. is owned by the Comanche Milling Corp.

Comanche Milling Corp. has the mineral rights on the above patented claims untill January 1st 1979, see exhibit E paragraph 2 page 4, this to our way of thinking would make the signing of your form 52 MME by the owner unnecessary. ?

(b1) Other claims owned by the Comanche Milling Corp and in this area, which are not listed on Exhibit A (Sutton Deed) are;

Name	Pat Sur No.	Book	Page	Location
Papoose Placer		385	387	Sec 12 T50N R3E
Comanche Squaw Placer		385	386	" " " "
Sunset Lode		176	369	" " " R3½E
Sunnyside "		176	245	" " " "
Sky Pilot No.1 "		260	79	" 7 T50N R4E
Sky Pilot No.2 2		260	79	"7-12 T50N R3½-4E
Homestake	4641	400	233	" 7 T50N R4E
Homestake Extention		400	234	" 7 T50N R4E
G.M.21		398	267	" 6 T51N R4E
C.M.C.		398	266	" 7-18 T50N R3½E
Keystone	13871			" 1-12T50-51N R3E
Purl	13871			" 1-12T50-51N R3E

Claims enumerated in the above paragraph(b1) together with all other claims listed in the Sutton Warranty deed Exhibit A and Sutton Quit claim deed Exhibit B and not covered by projects A and B listed in paragraph(b) are not subject to Government royalty.

3.

(a) See exhibits C - F and G.

(b) Operations on this property were carried on prior to our obtaining the property, However back as far as 1933 I was thru this mine, which of course was not what it is now.

What operations we have done have been confined to custom milling, sampling, prospecting and assaying in preperation for operating the mine.

(c) Mr Carter operated in a period when he didnt have to make out reports, and he didnt.

Current production is None, We are not operating now but intend to in the spring. ?

Mr Carter the man who developed this property is reputed to have cleared three million dollars operating this property and only shut down when the Government shut him down in 1942.

(d) Might I refere you to exhibit F, assay certificates and assay maps were taken by someone before we bot the property. however I do have word that an engineer in Golden Colorado has a fairly complete set of assay and sampling maps on this property, and which he claims are the most complete of any ever made, we will try and have them available for you.

Section 3.
Continued

(e) Might we refere you to the Colorado Geological survey bulletin 10, and called "Geological and ore deposits of the Gold Brick Mining district".

See page 1 and two of exhibit F (Bauer report) also exhibit C showing veins and faults. and exhibit C,

(f) PROJECT A

Underground sampling and formation trends together with surface samplings and outcrops on the Grand Prize, Grand Prize No.2 and Grand Prize No. 5, indicates the junction of a series of veins terminating somewhere near the south end of the Grand Prize No.5 and could extend into the Homestak extention, See Exhibit C.

We have surface prospected this area and old prospect holes and shafts are numerous, many of our samples were taken from those holes and their ore piles, The mountain flattens off at the Homestake Extention.

The following surface samples as indicated on map Exhibit C tend to coincide with our underground findings;

Sample	AU	AG
R1	0.28	1.12
R2	1.34	4.10
R3	0.18	0.30
R4	0.42	0.68
R5	0.84	2.12
R6	0.17	0.22
R7	0.14	0.08
R8	1.42	3.68
R9	0.21	0.43
R10	0.34	0.62

We have our own laboratory and can show our books, we dont issue certificates.

(g) Exhibits C - F - G -and H come under this paragraph and would appreciate their return when you are thru with them.

PROJECT B

What is known as the Big Blue Fault in the Carter mine has shifted the area south of the Carter Raise, this fault dips to the north and lays south of the raise on the 500 level some 400 feet, then dips and intersects the raise between the 10th and 11th levels.

The values in the Volunteer Chloride vein took a jump upward on the 4-5and 6th levels as they approached the Big Blue Fault, especially on the 500 level which they drove thru the fault to find it barren on the other side.

The upper workings of the Carter mine was always higher grade ore than the lower levels, and we feel that by doing a drilling job south of the fault that we can locate the veins and drive a drift to it, which would double the known ore reserves of the mine and with the raise in operation we could transport ore to the mill at a lower cost. see Exhibit C.

PROJECT C.

We have a lease on the"Way Up" claim Sec 30 T51N R4E Survey No. 2420, patented.

PROJECT C (cont)

This claim was worked in the 1880s and had a record of being one of the best mines in the area, we enclose a map taken off of the original survey plat. (Exhibit J)

The following is taken from the Director of the Mint report page 459 1882. See Exhibit I.

The incline is caved badly, we feel that surface vein outcrops and the dump assays indicate a good body of ore was left in the mine and which can be taken out much cheaper with a drift that intersects the bottom of the incline.

The drift as shown on exhibit J can be driven as cheap as to try to pick up the cave in the incline and retimber it.

One dump sample taken from all segments of the dump show AU 0.30 AG 32.40 .

From all indications it would appear that this could be a good area to prospect and should come up with a paying mine.

Section 4.

(a) The person who can show your representative the property is Glenn Berry Carter mine Ohio City Colorado or 831 24 rd Grand Junction Colorado 242- 3418.

To find the property, Turn north at Parlin Colorado which is on highway 50 and 12 miles east of Gunnison, go north 9 miles to Ohio City, then turn left after crossing the bridge and go up Gold Creek 3½ miles to our mill and Carter mine.

The upper portal of the Carter mine is a jeep road and is 2 miles up the mountain on snow shoes in the winter.

(b) Railroad shipping point is 90 miles to Montrose Colorado. groceries, gas and post office is 3½ miles to Ohio City Colo.

Hardware, lumber etc is 24 miles to Gunnison Colo.

Section 5.

(a) PROJECT A See Exhibit C - I.

The Homestake drift, A proposed drift 6ft wide and s7½ ft high, 1800 ft long with a water ditch at south side of floor as we expect to encounter more water than we want to wade thru.

Some ground is expected that will have to be timbered proable not over 10% of the bore, A grade of 6 in rise each 100 ft is planned which will get rid of the water plus ample help with tramming.

The rail we plan using will be 20 lb rail with 4in x 6in by 30in long ties on 18in centers, this type track will accomadate trammers and mucking machines with no down time due to track failure.

The proposed length of this bore is 1800 ft of which some 1600 ft will have to be forced ventilated with a fan at the intersection on the 600 level of the carter where the air is excellent, a 5ft wide by 7ft high by 6ft deep station will be cut in the north wall each 100 ft or when a vein is cross cut, these will be for tool stach.

For estimated cost of this bore see Exhibit Y 7.

For cost of Project B See Exhibit Y 7. and Sec 3.(g).

PROJECT C in answer to your Sec 5.(a).paragraph.Way Up Mine.

This is an exploratory drift to tap the bottom of the

Sec5.(a)
continued

incline which is badly caved (see Exhibit J), from the local history of this mine and the Director of the mint report (see exhibit I) this looks like a promising prospect.

The exact amount of ore shipped from this mine is unknown but the dump contains some 500 tons of mill ore which we presume is the reject from the cobbing tables and which carries sufficient values to warrant milling.

A.L.Pearson of Pitkin, an 85 year old pioneer who was born in pitkin (5 miles from the Way Up Mine) tells of the locator and operator of this mine a Mr Gishwaller who shipped several car loads of ore from the Way Up and then shut it down when the panic hit and silver hit the bottom.

This mine is located on a well defined lime contact and from surface indications and from surface indications and samples, the vein extends the full lenghh of the claim, its width is large but not determined.

The dip of the vein is to the north east at about a 10° angle.

The incline which the previous operator used has caved to within 15 ft of the top.

The cost of rehabilitating the incline or driving a tunnel from below would be comparable and the drift would explore more ground that we would like to take a look at,See exhibit J.

(b) To service this drift we propose to build a road with a dozer at least 12 ft wide and in the general location as the map (Exhibit J) shows.

We show on the map 180 ft of drift to the vein then 20 ft of drift along the vein, then a raise 25ft approx to the old workings.

We propose another 50 ft of drift for prospecting after we get into the old workings.

For estimated cost of this project C see Exhibit Y 7.

(c)

Work can be started to rehabilitate raise and pick up caves within 24 hours after contract is executed.

Would prefere a 2 year completion date.

Rehab work is hard to estimate progress, but for drifting we can estimate, with one shift 130 ft per 26 day month. Of course we would work around the clock on drifting A and B projects.

Sec 6. Experience;

Glenn Berry president of the Comanche Milling Corp. will continue to be General Manager and superintend the operation.

He started in the mines for the Primose Chemical Co at Vanadium Colorado as a surface nipper and assistant time keeper in 1914.

After W.W.1 worked as a miner for the Rare Metals Corp at Placerville Colorado, Then as a pipe fitter and installing machinery at the Cashin Mine at Bedrock Colorado in western Montrose County, Colorado.

Then as Compressor operator and mine machine repairman for the Standard Chemical Corp at what is now Uravan Colorado.

In the 1930s owned and operated, Coal Mine, Trucking busines Gasoline and oil Jobber, and mined one of the mines we own now

Sec 6. Experience
Continued

and milled the ore in our own mill that we built at the mouth of Comanche Creek, a very successful operation.

In 1939 took job as Master Mechanic for the United States Vanadium Corp at Uravan Colorado, which also included the responsibility as chief of security during the W.W.2.
Operated the Bat Mine in Eagle Basin and the Cliff Dweller Mines on Calamity Creek, The Berry Group Calamity Mesa, 4 mines The Blackfoot Group near Uravan (8 mines).

In 1949 took the job as Master Mechanic for Walker Lyberger Const Co and supervised the installation of all the machinery and power plants at the A.E.C. mill at Monticello Utah, after the plant was in operation was made Mill Superintendant for the Gallagher Company who was operating the Mill for the A.E.C.

Interspersed between mining and milling, Owned and operated machine shops and steel fabrecating plants in Grand Junction, Fruita and Appleton where the manufacturing of machines of our own design was carried on.

In 1963 put together the Comanche Milling Corp. and bot the Carter Mines and Mill together with the Raymond Group, Since the have been improving, prospecting, sampling, mapping, Timbering setting up a large placer outfit and waiting for the price of Gold to helped.
Have taken several correspondance courses and night school courses, with the practical experience in business, mining, milling and engineering he is qualified to hold the position he now holds, and in his own words; "I can handle the job this way only, that is if I dont know, then I find someone that does. I dont know it all and I know it."

Sec 7.

(a) See Exhibits-- ZZ, ZZ 1, ZZ 2.

(b) See Exhibits -- Y4, Z, Z2.

(c) See Exhibits -- K, L, R, T, Y, Y1.

(d) See Exhibits -- Y, Y2.

(e) See Exhibit -- Y3.

(f) See Exhibits -- J, R1, R2, L2.

(g) See Exhibits -- Y3, Z2, Z3, Z4, Z5.

Hoping this gives you the information you need, we followed the instructions listed on the reverse side of your form MME form 40 and herewith submit our application.

Resp Yours

Comanche Milling Corp.

By Glenn Berry President and general Mgr

EXHIBIT X

O. A. SUTTON
OIL PROPERTIES-INVESTMENTS
[illegible] SUTTON PLA
WICHITA, KANSAS 67202

December 26, 1967

Mr. Glenn Berry
Grand Junction, Colorado

Dear Mr. Berry:

We have received your letter of December 16 with the subordination forms attached, and I have discussed this with Mr. Sutton.

We are not quite sure what this agreement involves, but it [illegible] apparent that we would be giving up first claim or any of the claims involved and would be unable to protect ourselves in the event [illegible] default would occur which we certainly hope will not.

In view of the fact that the final payment is due [illegible] feel it advisable to have the [illegible] becomes unnecessary.

If you can make arrangements [illegible] as rapidly as possible.

[illegible]

JGP/mw
Encls.

P. S. I am returning the subordination form [illegible].

[illegible]

1-12-68
$1,000. still owing

CUSTOM MILLING OF BASE METAL ORES
MINING
TIMBER
MOUNTAIN HOME SITES
MINE & MILL TOURS
ALL ON GOLD CREEK

Comanche Milling Corp.
Ohio City, Colorado

FINANCIAL STATEMENT AS OF DEC1st 1967.

Assets		Liabilities	
Cash on hand and in bank $	681.12	Notes on property	$ 4,000.00
Treasury stock	50,000.00	Notes to bank	5,000.00
Mining claims and buildings	115,693.82	Acct Pay to Glenn and Norva Berry	12,500.00
Material on hand	1,535.50	Current accts pay	128.
Tools	6,622.28	Taxes	611.00
Mill machinery cost $115,432.00 50% of cost	57,716.04	Stock issued	50,000.00
Mine machinery Cost $51,570.00 50% of cost	25,785.00		
Cars and trucks	5,750.00		
Quickway shovel & attch	2,500.00		
Loaders and dozers	4,862.00		
Placer machine & attch	5,260.00		
50 Homesites in canyon	25,000.00		
Ore blocked out in Carter (net) mine	179,900.00		
Ore blocked out in Raymond mine net	51,500.00		
Amalgum and consentrate in Carter lake $111,000. 50% owned by C.M.C.	55,500.00	Net worth	516,066.76
	$ 588,305.76		$ 588,305.76

This is the financial condition of the Comanche Milling Corp as of December 1st 1967 which is the beginning of our fiscal year.

Norva L. Berry
Sec Treas of the Comanche Milling corp.

Glenn Berry
President Of the Comanche Milling Corp

Exhibit H

December 7th 1967

First National Bank O
Gunnison Colo.

Gentlemen;

We are contemplating an exploration program for the coming season.

We have thru surface samples and assays located what we consider sufficient evidence of some very rich Gold and Silver ore located away but adjacent to some of our present workings in the Carter Mine.

We are at this time contemplating driving a drift in a south easterly direction from the 6th level, thru the east side line of the Sheridan U.S.Survey13620 and on thru the Grand Prize Sur17715, Grand Prize No.2 Sur 1775 Grand Prize No. 5 Sur 1775 and over to the Homestake sur 4641 thru the Homestake extention, a distance of some 2,000 feet.

We are also contemplating driving a drift some 400 ft each way from the 500 level where it extends thru the Big Blue Fault, to pick up the ore that has been lost by the shift that has been caused by the fault.

We are also contemplating driving a drift some 250 ft to tap the bottom of the caved in incline on the Way Up claim which we now hold a lease on and which the state mine inspector gives a report of some $80.00 per ton ore which is some 50 ft wide along the vein.

This report was made out in the early nineties and the mine was shut down then due to the low price of silver.

From the preliminary estimates it looks like we will be expending close to $ 188,000.00 for the three projects which will call for some expenditures in rehabilitating the Carter raise and picking up or driving around a couple caves.

Our mill is ready to go and we have over 3000 tons of custom ore to mill the first thing in the spring.

Should your directors feel that you can underright this project we will provide the security.

Sincerly

L Leon Berry Pres
Comanche Milling Corp
Ohio City Colo

H

Exhibit P

December 11,1967

Comanche Milling, Inc.
Ohio City, Colo.

Att. Mr. Glen Berry

Gentlemen:

You inquiry for funds amounting to $185,000.00 for exploriatoy a program, it is necessary to infrom that this bank is unable to comply with your request. Our directors do not permit loans for mining exploration.

Very truly yours,
Geo T. Eastman
The First National Bank
Geo. T. Eastman President

COPY

P

Exhibit H

Dec 6th 1967

Gunnison Bank And Trust Co
Gunnison Colorado

Gentlemen;

We are contemplating an exploration program for the coming season.

We have thru surface samples and assays located what we consider sufficient evidence of some very rich Gold and Silver ore ,located away but adjacent to some of our present workings in the Carter mine,.

We are at this time contemplating driving a drift in a southeasterly direction from the 6th level in the Carter mine thru several of our claims to the Homestake extention claim, some 2000 ft.

We are also contemplating driving a drift some 400 ft each way from the breast of the 500 level where it extends thru the Big blue Fault, to pick up the vein that was shifted by the fault action.

We are also going to drive a 250 drift to tap the bottom of the Way Up Mine incline which we now hold a lease on.

The mine was shut down in the early nineties due to the price of silver and at that time the State mine inspector reported 50ft of $80.00 ore along the vein.

From the preliminary estimates it looks like we will be spending some $188,000.00 for the three projects plus doing some rehabilitation on the Carter raise together with picking up or driving around a couple caves.

Our mill is ready to go and we have over 3000 ton of custom ore to mill the first thing in the spring.

We will be able to provide security should your directors feel that you can underright this program.

Sincerly

Glenn Berry Pres

Comanche Milling Corp
Ohio City Colo.

Exhibit Q

December 19, 1967

Mr. Glen Berry
President
Comanche Milling Corp.
Ohio, Colorado

Dear Mr. Berry:

In answer to your inquiry for a loan for exploratory purposes on your claims on Gold Creek; the matter has been taken up with our Board of Directors, but we regret to inform you that we can not make a loan for this purpose.

With kindest regards and the seasons greetings.

Sincerely,

A. E. Fordham
President

AEF:cjc

COPY

Q

EXHIBIT Y6 Info

Contemplated Production

Project A(the Homestake drift) See Ex C

Please refere to engineers reports and especially page 7 paragraph 2 of the Yarberry report.

Estimated production from veins intersected by the Homestake drift, and from surface sampling and geological indications.

	Tons	Value	Amt
Grand Prize West vein, 4ft wide, 3000 ft long and 600 ft to grass roots, proven	4,500	40.00	180,000.00
Grand Prize east vein 4ft wide 3000 ft long and 750 ft to grass roots. proven	5,625	40.00	225,000.00
Homestake vein, 6 ft wide by 3000 ft long by 1000 ft to grass roots. proven	11,250	30.00	337,500.00
			742,500.00
Bertha vein 6 ft wide 1500 ft long 1000 ft to grass roots.proven	5,625	65.00	365,625.00
			1,108,125.00
Probable ore below the 600 level of the Carter mine in the above veins	100,000 tons	40.00	4,000,000.00
			5,108,125.00

Project B (Blue fault offset) See Ex C

Volunteer Chloride vein south of the Big Blue Fault is bigger and better where exposed at 100 level, and extends some 3000 along the strike of the vein averaging 6 ft wide with 700 ft to grass roots from the 700 level of the Carter.

	Tons	Value	Amt
Main Volunteer Chloride vein proven	7,875	50.00	393,750.00
East " " " "	6,760	74.00	500,240.00
			893,990.00
Probable ore below the 700 level south of the Big Blue Fault	100,000	60.00	6,000,000.00
			6,893,990.00

Project C (Way Up Mine) See Ex J

The last information of record was that there is 50 ft of $85.00 to $150.00 per ton ore at the bottom of the incline, which would be an average of $117.50 per ton.

We do not ~~xxxxxxxxxx~~ anticipate any such body or values, but from surface indications and the vein system on the Mountain Boy claim which is on a simular strata, if not the same vein, runs the samw values and better. After getting all possible data on this mine and sampling surface outcrops,and dump we feel the following figures are conservative.

10,000 tons at $100.00 (see Exhibit I)		1,000,000.00
Total gross from A-B-C		13,002,115.00
	5%	650,105.75

The above comprises less than 1/4 of our Total Property.

EXHIBIT Y7 Info

PROJECTS FROM EXHIBITS

Exhibits	A	B	C	Rehab	Totals
K	3,924.33	1,142.41	367.18		5,433.92
L	12,630.18	5,110.92	353.10		18,094.20
L 2	504.55	201.82	151.36	151.36	1,009.10
M				15,053.00	15,053.00
O				3,655.00	3,655.00
R	5,509.07	1,239.93	752.45		7,501.45
R 1			526888		526.88
R 2			605.54		605.54
S	1,070.50	428.20	321.15	321.15	2,141.00
T	4,528.92	2,213.52			6,742.44
U	4,000.00	2,000.00			6,000.00
Y	2,095.00	1,047.50	1,047.50	2,544.00	6,734.00
Y 1	226.87	90.75	68.07	68.07	453.75
Y 2	2,469.87	987.95	740.96	740.96	4,939.74
Y 3	1,760.00	880.00	880.00		3,520.00
Z	6,800.00	3,400.00	3,400.00	3,400.00	17,000.00
Z 2	4,757.00	2,378.50	2,378.50		9,514.00
Z 3	1,488.00	744.00	744.00	744.00	3,720.00
Z 4	447.72	223.86	223.86	223,86	1,119.31
Z 5	1,032.24	516.12	516.12	516.12	2,580.60
ZZ	72,000.00	16,000.00	10,000.00		98,000.00
ZZ 1	1,000.00		3,500.00		4,500.00
ZZ 2		4,400.00			4,400.00
	126,244.25	43,005.48	26,576.67	27,417.53	223,243.93

Project A
Is driving an exploratory drift 1800 feet thru the Chloride, Santaquin, Grand Prize, Grand Prize 2, Grand Prize 5 and into the Homestake extention, from the 600 level of the Carter Mine. See Exhibit C.and Y 6, together with engineers reports.

Project B
The 500 level of the Carter Mine was driven thru the Big Blue Fault some 500 ft south of the raise and at which point ore contact was lost due to fault movemant.

At this point we propose doing 800 ft of core drilling and when we have determined the direction of the shift, to then drive 400ft of drift to cut the main Volunteer Chloride vein and two other veins indicated on the surface. See Exhibits C, Y 6 and Engineers reports.

Project C
The Way Up Mine from history and surface and dump indications, stands a more than favorable chance of producing a large amount of very good ore, it being on a lime quartzite contact and in one of the best silver areas in the belt. See exhibits J-I - Y 6.

Rehabilitation of Carter mine to carry on Proj A and B.
The muck chute in the raise must be relined for several hundred feet, together with some timbering where the Big Blue Fault is intersected between the 10 and 11 hundred stations in the raise, this with a reenforcing program at the muck bin at the bottom of the raise will be the major outlay,.

The cage cable will very likly need renewing and the head frame checked, new pipe thruout will be needed, plus caves picked up and water contained in raise.

EXHIBIT K

20 Lb track rail and accessories

Total for contract 4900 ft

~~327 15ft lengths of rail at 100 lbs -32,700 lbs~~
~~at $ 9.725 cwt F.O.B. Pueblo Colorado $ 3,180.07~~
~~327 pair splice bars at .60 cents a pr 1,595 lbs 196.20~~
~~½ x 2 bolts at 27.00 cwt 257 " 69.39~~
~~3½ x ½ rail spikes at 15.18 cwt 639 " 97.00~~
~~33,195 " 3,542.66~~

PAR

PROJECT A 1800 Ft drift See exhibit V

1	240 15ft lgths of rail	24.000 lbs at $9.725 F.O.B.	$ 2,334.00
	240 pair of splice bars	1161 " " .60 pr "	144.00
	½ x 2 bolts	188 " " 27.00cwt "	50.76
	3½ x ½ rail spikes	473 " " 15.18cwt "	71.80
		25,822 lbs	2,600.56
		70% OF PAR 4-5-6	1 323 77
			3.924.33

Project B 400 ft of drift See exhibit W

2	53 15ft lengths of 20 lb rail-	5,300 lbs at 9.725 F.O.B.	515.43
	53 pair of splice bars at .60 per pair	258lbs	31.80
	212 ½x2 bolts	43 lbs at 27.00 "	11.61
	813 3½x½ spikes	107 " " 15.18 "	16.24
		5,608 lbs	575.08
		30% OF PAR 4-5-6	567.33
			1,142.41

Project C 250 ft of drift See exhibit X

3	34 15 ft lgths of 20 lb rail	3,400 lbs at 9.725 F.O.B.	330.65
	34 pair of splice bars at .60	163 " "	20.40
	136 ½x2 bolts	26 " " 27.00 "	7.02
	500 3½x½ spikes	66 " " 15.18	9.11
		3,655	367.18

Rehabilitate south 500 level See Exhibit X1

4	~~x065~~ 67 15 ft lgths 20 lb rail	6,700 lbs at 9.725 F.O.B.	651.58
	67 splice bars prs	326 " " .60 pr "	40.20
	268 ½x2 bolts	53 " "27.00cwt "	13.93
	750 3½x½ spikes	100 " "15.18cwt "	14.25
		7,179	~~719.96~~

Extra

5	20 15 ft lgths 20 lb rail	2,000 lbs at 9.725 FOB	194.50
	20 Pair of splice bars	97 " " .60 per pr	12.00
	80 ½x2 bolts	15 " " 27.00cwt	4.05
	200 3½x½ spikes	26 " " 15.18cwt	3.93
		2,138	~~214.48~~

6	3 Turn outs at 60.00 each	1,000	180.00
	Freight and handling		30.00
	Freight on rail and accessories from ~~Pueblo~~ Pueblo to drift		746.66
			~~956.66~~
	Total all	45,401 lbs	$ 5,433.92

EXHIBIT L
ALUMINUM AIR PIPE

Project A

1800 ft of 2 in at .56 per foot		$ 1008.00
15 2in nipples welded in pipe at	$7.00 ea	105.00
15 2 in galv pipe caps "	.60 "	9.00
10 2 in plug valves w/ brass pl	14.80 "	148.00
		~~1,270.00~~
87 2 in couplings	4.60	400.20
2000ft ½ in gal pipe w/ fittings	.15 ft	300.00
200 wall hangers for ½in water line	.20cents	40.00
		$ 2,010.20
70% OF REHAB		10,619.98
		12,630.18

Project B

400 ~~400~~ ft 2in	at .56 per ft	224.00
4 2in nipples welded in pipe at	7.00 ea	28.00
4 2in x 4in nipples	2.00 ea	8.00
4 2in galv pipe caps	.60 ea	2.40
19 2in couplings	4.60 ea	85.40
4 2in plug valves	14.80 ea	59.20
950 ft ½in galv water pipe w/ fits	.15 ft	142.50
50 wall hangers for ½in water line	.20 ea	10.00
		$ 559.50
30% OF REHAB		4,551.42
		5,110.92

Project C

250 ft 2in pipe at	.56 ft	140.00
4 2in nipples welded into pipe	7.00 ea	28.00
4 2in x 8 nips	2.00 ea	8.00
4 2in galv pipe caps	.60 ea	2.40
4 2in plug valves	14.80 ea	59.20
750 ft ½in galv water pipe w/ fits	.15 ft	112.50
15 wall hangers for water line	.20 ea	3.00
		$ 353.10

Rehabilitate air line on 1500 level and raise, 600 lv north and 500 lv south.

7000 ft 4in - 233 30ft lgths	1.07 ft	~~8,095.00~~
(Portal of adit to raise)		7,490.00

Bottom of raise to 400 level and
and from raise to proposed Homestake

drift -2600 ft 3in 87 30ft lgths	.82 ft	$ 2,132.00
540 ft 2in (raise to breast 500 so)	.56 ft	292.40
Freight and hauling on job		262.00
50 2in nipples welded into 4in lin	7.00 ea	350.00
26 2in " " " 3in "	7.00 ea	182.00
10 2inn " " " 2in "	7.00 ea	70.00
80 2in galv pipe caps	.60 ea	48.00
Mesc Ts Unions, Ls,reducers etc	10.00 ea	200.00

Take up old line and install new on 1500 level
at .46 per ft (4in) 7000 ft 3,220.00

Take out old line and install new 3in line
up raise to the 400 ft level (1100 ft) at .50ft 550.00
Raise to drift site 1500 ft at .25 ft 375.00
~~6,211.40~~

Total 18 094.20 ~~18,189.20~~ 7,681.40

Exhibit L 1

Due to the long distance from project A and B to the compressor the contractors hesitate to bid the driving of the drifts and furnish their own air, Hence the following costs will have to be added to th per foot contract for air and Comanche Milling will contract to furn said air for the following;

Per 8 hour shift cost	
1 operator at $ 2.25 per hour	$ 18.00
Fuel 6 gal per hr at .18 per gal	8.64
Oil and grease	2.00
Parts and maintenance	3.50
Rental or depreciation	20.00
	$ 52.14

For one round pulling 5 ft, air cost would be 10.43 per ft but with A and B project both drilling at the same time this cost would be devided between them or $ 5.22 per foot each for the first 400 feet or lets say when both projects are working, driving drift, with one project driving drift the cost would be $ 10.43 per foot for air.

The air for these projects will be delivered thru the lines proposed in exhibit L and will be provided by a 1150 CFM Ingersol Rand, Imperial Type 10 Compressor driven with a 180 H.P. T.D.24 International power unit.

When no drilling is being done the compressor will be shut off but when the lines are installed, both projects will be pursued with utmost progress consistant with good mining.

Using the above estimates as a criterion the costs for air per project should be;

Project A (at 5 ft per shift)	
First 400 feet at $ 5.22 per ft	$ 2,088.00
Next 1400 feet at 10.43 " "	14, 602.00
	16, 690.00

Project B (at 5ft per shift)	
400 ft at same time as project A is driving would be $ 5.22 per ft	$ 2,088.00

INCLUDED IN PER FOOT CONTRACT SEE ZZ & Y4

$ 7,800.00 OF THIS IS RENTAL

EXHIBIT L 2

Intercommunication System

Replace old phone wire from proposed location of the Homestake drift to mill, 10,100 feet 14 ga 2 wire undergrd	$ 726.00
2 Phones	50.00
600 Ramset spikes at 12.90 per 100	77.40
600 Ramset shells at 5.95 per 100	35.70
Labor to install	120.00
	$ 1,009.10

Livran Elec Grd Jct 14 ga 2 cond type UF undergrd $71.90 pr 1000 ft.

Wilt in Denver by Mt States16 ga Rex Poli insulated 65.55 per 1000 ft.

Project A	50%	504.55
Project B	20%	201.82
Project C	15%	151.36
Rehab	15%	151.37
		$ 1,009.10

EXHIBIT M

Rehabilitate Raise

3600 ft of hemp center 5/8 cable at .29	$ 1,044.00
Freight and installation	992.00
Reline muck compartment for 500ft w/ 2in pine replace timber at Big Blue Fault, and contain water	11,017.00
Muck bin overhaul at bottom of raise	2,000.00
	$ 15,053.00

EXHIBIT O

Open up Chloride Adit

Pick up cave at portal and cave at entrance to Grand Prize drift, slab off sharp curves and rehab entrance for timber cars which must be done to get timber into proposed Homestake drift. We hope cleanup and timbering will go thru these caves, but if we have to drift around them means ~~150~~ 75 ft of drift $ ~~6,000~~.00
3 000

Air and machine rental for slabing and widening the portal would be for one months use 655.00

Charged to Exhibit X 1 ~~$ 6,655.00~~
3,655.00

EXHIBIT R

Timbering and ties

With 2450 feet of drift, using an estimated 7 sets of timber per each 100 ft of drift would be 171 sets of timber, in which 21 lin feet of 10in dia logs would be used scaling 70 ft at $20.00 per M $ 2,394.00

Hauling from woods and tramming to drift,$4.50 set 769.50

Framing 171 sets at 10.00 per set 1,710.00

342 anchor pins (used steel) at .20 68.40

Lagging

Using 6in pine poles 17ft long for lagging takes 58 poles each 100 ft of drift,(figuring 7 sets 4ft apart) would take 931 poles at $1.00 each in the yard 931.00

Tramming and placing in drift at 1.00 each 931.00

Ties

Using 4in x 6in ties 30in long, spacing 18in apart, would take 1633 ties for new drift and 360 to replace track on 500 level south or 1993 fir ties at .35 each in drift. 697.55

7,501.45

Project A (73.5%of total drifting)		
	Timbering and lagging	5,000.87
	Ties	508.20
		5,509.07
Project B (16.3% of total drifting)		
	Timbering and lagging	1,109.03
	Ties	130.90
		1,239.93
Project C (10.2% of total drifting)		
	Timbering and lagging	694.00
	Ties	58.45
		752.45

EXHIBIT R 1

Repair the cabin at the Way Up mine.

Reroof 14x20 cabin			
22 2x6 rafters 12 ft long	264 board ft at $60.00 M		
Sheeting	480 " " " " M		$ 44.64
bracing	200 " " " "		12.00
5 squares of roofing at 15.00			75.00
New floor			
16 2x6x14	224 bd ft	at 60.00M	
Sheeting	280 " "	" "	30.24
2 windows w/ casings (used) at 20.00			40.00
1 Door " " at 15.00			15.00
Nails hinges etc			15.00
Chinking material			20.00
			251.88
Labor			% 250.00
			501.88

Fnt

25.00

Proj C

141.88 Material Furnished by
Comanche Milling Co

EXHIBIT R 2

Tool house at Way Up Mine 10x20 Project C

22	2x4x8 studs	132 bd ft	
12	2x4x8 "	72	
11	2x4x14 "	110	
22	2x6x9 rafters	200	
Bracing		150	
Roof sheeting		400	
Sheeting walls, ends		580	
Floor			
16 2x6 x12		200	
Sheeting		200	
2x6 plates		180	
1 door		35	
		2259 board feet at $ 60.00 per M	$ 135.54
3 used windows		at 20.00	60.00
4 squares of roofing		at 15.00	60.00
Nails, hinges etc			25.00
hauling and freight			25.00
			305.54
Labor			300.00
			$ 605.54

Proj C

195.54 Material furnished by
Comanche Milling Corp

EXHIBIT S

Transportation

one used 4wd pickup	$ 1500.00
1200 gal gasoline at .38	456.00
10 gal oil	20.00
Maintenance and tires	250.00
License and tax	15.00
	$ 2,141.00

S

Project A	50%	1070.50
Project B	20%	428.20
Project C	15%	321.15
Rehab	15%	321.15

EXHIBIT T

Ventilation

2 3000 CFM blowers w/ Dietz diesel motors w/ scrubbers each $ 1,820.00	$ 3,640.00
2680 ft 15in Nylon Rubber Vent pipe at 1.10 per ft	2,948.00
2,241 bd ft of 1x10 pine for hanger bed at 60.00 per M	134.46
333 bd ft of 1x4 pine for hanger bed at 60.00 per M	19.98
	$ 6,742.44

Project A

1800 ft at 2.52 per ft $ 4,536.00

Project B

980 ft at $2.52 per ft 2,213.52

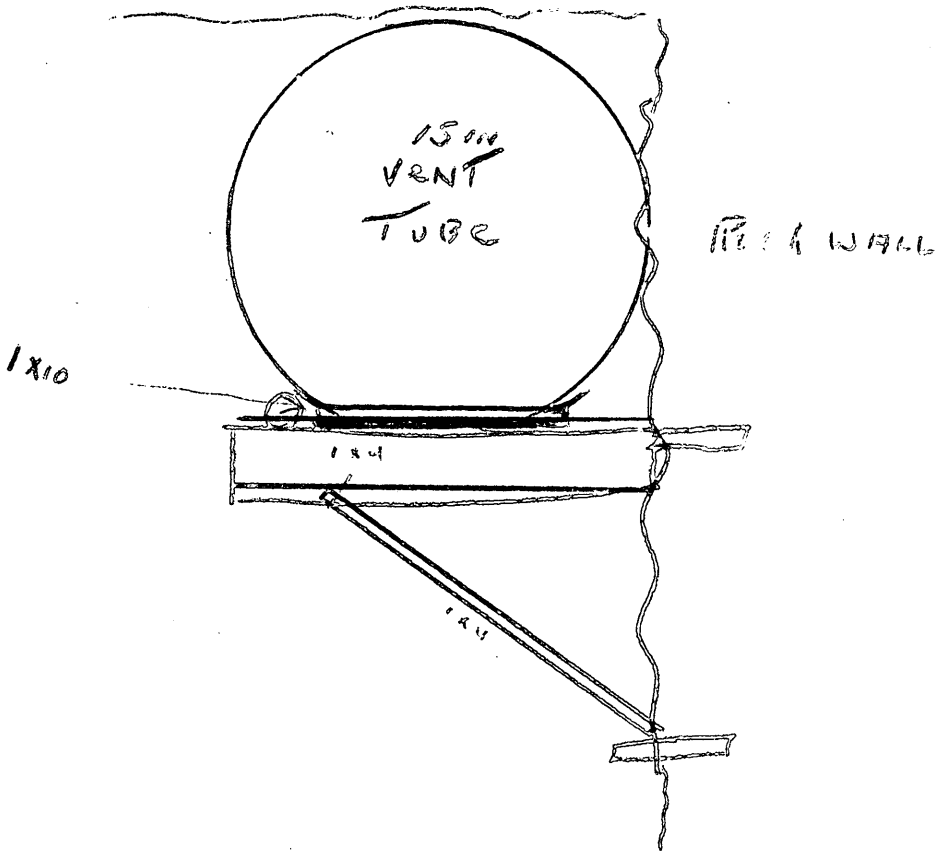

EXHIBIT U

Pick up caves

One cave on 1500 level
one cave on 600 level
One cave on 500 Level

These caves average about 50 ft in length and to clean up and timber is about the same cost as to drive a drift around them, at $40.00 per foot 150 ft $ 6,000.00

Project A
4,000.00

Project B
2,000.00

U

EXHIBIT Y

Equipment owned by Comanche Milling Corp and
Used on O.M.E. contract not included in exhibit ZZ.
And should be charged to projects A -50% B -25% C -25%.

Value

Less Operators

Value			
2,500.	1	White 5 ton truck for hauling at .25 per mi, 3000 mi	$ 750.00
1,500.	1	welder truck (arc and accet) at 3.00 per hr 150 hrs	450.00
2,200.	1	Dodge Power wagon pickup 4000 mi at .25 per mi (this truck will have to travel over steep rocky old wagon roads)	1,000.00
110.	1	9in Skillsaw at 15.00 per mo for 7 months	105.00
180.	1	Remington air chain saw at 25.00 per mo for 7 mo	175.00
195.	1	Homelite chainsaw At 30.00 per mo for 7 mo	210.00
18,000		Complete Laboratory ½ time to O.M.E. job at 10.00 per day for 150 days	1,500.00
			$ 4,190.00

Rehabilitation will use the following equip
4,000 for approximatly 2 months.

4,000	1	5 ton diesel trammer locomotive on 1500 level at $400 per month for 2 months	800.00
2,000	1	2 ton diesel trammen locomotive on 600 level at 200.00 per month for 2 months	400.00
3,000.	1	5 ton diesel trammer locomotive on 500 level at 400.00 per month for 1 month	400.00
200. ea	10	2 ton cars at 15.00 per mo for 2 months	300.00
150. ea	6	1½ ton cars at 12.00 " " " "b "	144.00
2,500.	1	Gardner Denver mucking machine at 250.00 per mo 2 mo	500.00
			$ 2,544.00

Project A	Project B	Project C
$ 2,095.00	$1,04750	$1,047.50

Rehab
$ 2,544.00

EXHIBIT Y 1

Tools less than $50.00

10 shovels at 5.67		$ 56.70
10 picks R.R.4#	at 5.57	55.70
6 8# sledges	at 6.87	41.22
3 track bars	at 10.00	30.00
6 baring down bars at 8.00		48.00
3 Mucking plats 5' x 6' x 3/16		133.53
2 Jim Crows (rail benders) at 45.00		90.00
		453.75

Project A 50%
$ 226.87

Project B 20%
$ 90.75

Project C 15%
$ 68.06

Rehab 15%
$ 68.06

Y1

EXHIBIT Y No.2

Equipment over $ 50.00

2	Eimco 12 B 18in Mucking Machines at 2,200.00	$ 4,400.00
2	Chain saws at 200.00	400.00
1	Ramset gun 22 caliber	139.75
		$ 4,939.75

Project A	50%	$ ~~2,517.87~~	2,469.87
Project B	20%	$ ~~1,006.95~~	987.95
Project C	15%	$ ~~755.21~~	740.96
Rehab	15%	$ ~~755.21~~	740.96

YX

EXHIBIT Y 3
Maintenance

T.D.24 power unit overhaul	$ 1,200.00
Ingersol Rand Imperial Type 10 compressor rep	250.00
Air hoist at raise overhaul	895.00
Phone system mts	25.00
Saw repairs	150.00
Ventilation equip rep	250.00
Small Compressor repairs	100.00
Muckers and machines used in rehab mts	150.00
Maintenance on White truck, welder truck, Power wagon and pickup we buy for the job is included in the rental or purchase.	
5 ton G.M.C. diesel trammer	50.00
5 ton International diesel trammer will need a new scrubber and starter, generator overhaul plus tune up sometime during the job.	150.00
2 ton trammer will need some work, rings etc sometime during the job	150.00
3 Mucking machines mesc rep	150.00
	$ 3,520.00

Y3

Project A 50%
$ 1,760.00

Project B 25%
$ 880.00

Project C 25%
$ 880.00

Info

EXHIBIT Y4

Comanche Milling Corp equipment rented to drift contractors
for Projects A and B

2	Hammers (drills) at 62.50 ea per mo for 5 months	$ 625.00
2	Jack legs at 25.00 ea " " " " "	250.00
2	Jack tanks at 5.00 ea " " " " "	50.00
4	50ft hoses at 5.00 ea " " " " "	100.00
1	5 ton G.M.C diesel trammer 400." " " " "	2,000.00
2	2 ton Doitz " " 200.ea " " " "	2,000.00
10	cars at 15.00 per mo for 5 months (2 ton cars)	750.00
6	1½ ton cars at 12.00 per mo for 5 months	360.00
2	Mucking Machines At 250.00ea per mo for 5 months	2,500.00
		8,635.00

$8,635.00 divided by 5 mo -- 1727.00 per mo with a 26 day month would be 66.44 per day(work day) or 22.14 per shift for rental equipment plus maintenance.

The following costs prevail in this area per 3 shift days

3	miners at $ 2.70 per hour	21.60	64.80
3	Helpers at 2.00 " "	16.00	48.00
6	Trammers at 2.00 " "	16.00	96.00
1	Timber man 2.50 " "	20.00	20.00
1	Timber man helper 2.00 "	16.00	16.00
3	Hoist men at 2.00 "	16.00	48.00
Supplys and minor repairs			15.00
Powder Fuse and caps			22.60
Air at 52.14 per shift			156.42 See L1
Mesc Ins etc			20.00
Equipment rental			66.44
			573.26

Average pulling 15 ft in 24 hours at 40.00 per ft $ 600.00

cost 573.26

26.74

Y4

Info

EXHIBIT Y 5

How Comanche Milling will pay our 25% on O.M.E. contract.

Exhibit	Y 4	Equipment rental to drift contractors	$ 8,635.00
"	L 1	Rental on big Compressor for Proj A-B	7,800.00
"	Y	Rental on trucks, welders, saws, pickup, Trammers, cars and muckers other thanon Exhibit Y 4. but including Lab rental	6,734.00
"	ZZ 1	Dozer work	4,500.00
"	Y 4	Profit on drift contracts	3,476.20
"	Z	Supervision	7,000.00
"	O	Machine and compressor rental	[illegible],655.00
"	R	Timber furnished by C.M.C.	500.00
"	R 1	Material furnished by C.M.C.	141.88
"	R 2	" " " "	195.54
"	U	Equipment and air rental	2,000.00
Mill rental for 150 days at 100.00 per day			15,000.00
Placer Machine processing 100 tons per day at 6.20 per to processing fee, $500.00 per day net plus ½ the net for 30 days See exhibit [redacted]V			15,000.00
			$ 7[illegible],637.62

25% of Proposed Contract 223,243.93 55,81[illegible]

15,826.64

7,

Y5

EXHIBIT Z

Supervision

One superintendent at $1,000.00 per month	8 months	$ 8,000.00
One foreman at $ 600.00 per month	8 months	4,800.00
One night shifter at $ 700.00 per mo	6 months	4,200.00
		17,000.00

Project A	40%	$ 6,800.00
Project B	20%	3,400.00
Project C	20%	3,400.00
Rehab	20%	3,400.00

Z

EXHIBIT Z 2

Analytical Work

charge by commercial [illegible]

One Geologist for 78 days at 75.00 per day	$ 5,850.00
One assayor 8 months at $500.00 per mo ½ to O.M.E.	2,000.00
Supplys for lab at 16 samples per day 208 days at 1.00 per sample $3,328.00 ½ of which to O.M.E.	1,664.00
	$ 9,514.00

Project A 50%
$ 4,757.00

Project B 25%
$ 2,378.50

Project C 25% 2,378.50
$ ~~1,427.10~~

~~Rehab 10%~~
~~$ 951.40~~

22

EXHIBIT Z 3

Accounting

One accountant	8 months at $400.00 per month	$ 3,200.00
Office supplys		250.00
Postage		70.00
Heat		200.00
		3,720.00

Project A	40%	$ 1,488.00
Project B	20%	$ 744.00
Project C	20%	$ 744.00
Rehab	20%	$ 744.00

EXHIBIT Z 4

State Compensation Insurance and Liability

	State Comp		
Superintendant	$8,000.00	at 4.06 per 100	$ 324.80
Foreman	4,800.00	at 4.06 " "	194.88
Night Shifter	4,200.00	at 4.06 " "	170.52
Geologist	5,850.00	at 4.06 " "	237.51
Assayor	2,000.00	at .08 " "	16.00
Accountant	3,200.00	at .08 " "	25.60
			$ 969.31
Liability Insurance			150.00
			$ 1,119.31

Project A	40%	$ 447.72
Project B	20%	$ 223.86
Project C	20%	$ 223.86
Rehab	20%	$ 223.87

24

EXHIBIT Z 5

Social Security and F.I.C.A.

Superintendant	salary	$8,000.00
Foreman	"	4,800.00
Night shifter	"	4,200.00
Geologist	"	5,850.00
Assayor	"	2,000.00
Accountant	"	3,200.00
		$ 28,050.00

Approx Social Security at $4.80 per 100	$ 1,346.40
" F.I.C.A. at 4.4%	1, 234.20
	$ 2,580.60

Project A	40%	$ 1,032.24
Project B	20%	$ 516.12
Project C	20%	$ 516.12
Rehab	20%	$ 516.12

EXHIBIT ZZ

Drift contract at $ 40.00 per foot, includes

Drilling, shooting, Mucking, laying track, Cut clearance for timbers, keep air line up to within 100 ft of breast, Keep vent line up to within 150 ft of breast, furnish

Drills
Steel
Bits
Hoses
Jack tanks
Jack legs
Mucking machines
Trammers
Cars
Powder
Fuse
Caps
spitters
Insurance state Comp
all small tools
Operator for Compressor on Proj C
Air Compressors (Contract for air on A and B)

Comanche Milling Corp furnishes

Air pipe and fittings
Vent pipe and blowers
Track and accessories
Timber and ties.

Project A	1800	feet	of	drift	at	$ 40.00	per	foot	$ 72,000.00
Project B	400	"	"	"	"	"	"	"	16,000.00
Project C	250	"	"	"	"	"	"	"	10,000.00

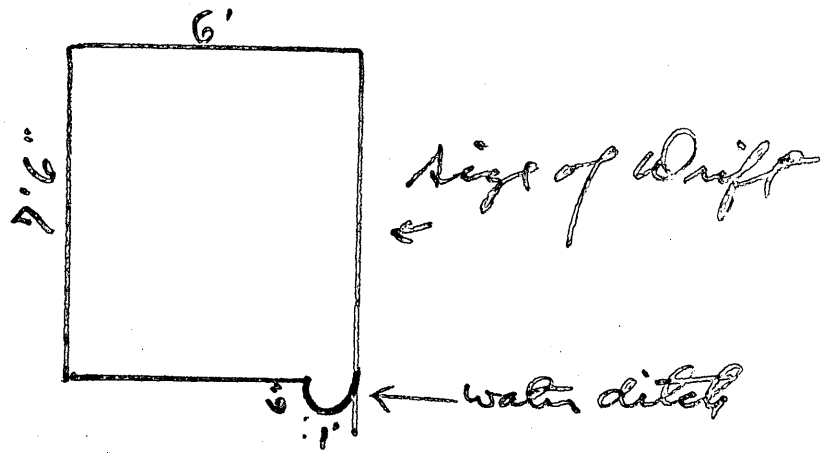

EXHIBIT ZZ 1

Road building and Dozer work

For Project C

3500 feet of 12 ft road at $1.00 per foot on project C	$ 3,500.00
90% of this road is dozer work, the other 10% will take a little powder. See Exhibit J	

For Project A

Repair road to Chloride portal, about 1000 ft of dozer work to eliminate dangerous steep road. See Exhibit C	1,000.00

EXHIBIT ZZ 2

Core Drilling

800 feet of core drilling at $ 5.50 per foot taking a core 200 feet 4 ways at south breast of the 500 level where it has gone thru the Big Blue Fault.	$ 4,400.00

EXHIBIT #V

Comanche Milling Corp
Ohio City Colorado

COMANCHE PLACERING COMPANY

JOINT VENTURE

THIS AGREEMENT made this 12th day of May, 1966, between COMANCHE MILLING CORP., a Colorado corporation, with principal office at Grand Junction, Colorado, (hereinafter sometimes referred to as the "General Partner") and JAMES G. SCHNEIDER and CLIFFORD W. MANN both of Kankakee, Illinois, (hereinafter sometimes referred to as the "Limited Partners"),

W I T N E S S E T H :

WHEREAS General Partner is the owner of the Gold Point Lode (U.S. Survey No. 17278) patented lode mining claim and the Ohio Creek unpatented placer claim (amended location certificate recorded in Book 160 at Page 58 of the Records of Gunnison County, Colorado) situated in said Gunnison County approximately one-fourth (1/4) mile southwest of the portal of General Partner's Raymond Mine. Carter Lake which is situated on said claims contains deposits of tailings from mills and other placer deposits valuable for the mineral content thereof. General Partner is the owner and in possession of a Flotation Mill in the vicinity of Carter Lake and desires to enter into a limited partnership for the purpose for mining, removing, milling and marketing of the deposits in Carter Lake.

ACCORDINGLY, in consideration of the mutual agreements of the parties and other valuable consideration receipt and adequacy of which is acknowledged the parties have agreed as follows:

1. Name and Business:

The parties hereto hereby form a joint venture in limited partnership form pursuant to the Uniform Limited Partnership Law of the State of Colorado for the purpose of mining,

placering, removing, treating, concentrating, milling, marketing, sale and exploitation of the placer deposits containing salable minerals in the Carter Lake.

The name of the joint venture shall be Comanche Placering Company and the principal office of the business shall be in Ohio City, Colorado

2. Capital Contributions:

(a) The General Partner hereby contributes to the joint venture all of its right, title and interest in the deposits of tailings and placer material in the Carter Lake together with all easements and rights necessary or convenient for the exploration, development, extraction, removal and sale thereof.

(b) The Limited Partners shall contribute the total sum of $5,000.00 as their contribution to the joint venture.

3. Partners' Interests:

Comanche Milling Corp. shall be the general partner and James G. Schneider and Clifford Mann shall be limited partners of the joint venture. The respective interests of each of the partners in the joint venture shall be as follows:

Comanche Milling Corp.	50%
James G. Schneider	25%
Clifford W. Mann	25%
Total	100%

4. Profit and Loss:

(a) The venture shall be charged with the actual cost of draining Carter Lake and preparing it for the commencement of removal of the deposits therefrom. Thereafter General Partner shall be entitled to charge six dollars and 20/100 cents ($6.20) per ton for mining, removal, transportation to the mill, assaying, treatment, milling and all other costs whether direct or indirect of the operations of the venture with the sole exception of the

costs of transporting the mineral to the mint or smelter from the mill and costs charged by the smelter or mint for the smelting or reduction of said minerals.

(b) The limited partners shall bear all losses incurred by the joint venture to the maximum amount of their capital contributions as set forth in paragraph 2 (b) above and shall be entitled to all deductions for federal or state income tax purposes arising from such losses.

(c) The limited partners shall be entitled to all profits of the joint venture until all of their losses incurred pursuant to paragraph 4 (b) above have been recouped from profits.

(d) Thereafter profits and losses shall be shared in the ratio of the partners' respective interests as set forth in paragraph 3 above.

5. Accounts and withdrawals:

(a) The General Partner shall maintain books of account reflecting the investments of all partners, which accounts shall be credited with the respective investments made and with the respective distributive shares of the earnings, and shall be charged with the respective withdrawals and distributive shares of the losses of each of the partners. Profits shall be divided and paid to the partners monthly by the 20th day of the month succeeding the month for which such profits are made.

(b) No profits shall be paid to the General Partner until the Limited Partners have recouped all amounts contributed as provided in paragraph 2 (b) hereof.

(c) At such time as all sums contributed by the Limited Partners have been recouped payments of profits or withdrawals from the joint venture shall be in the ratio of the interests of the partners as set forth in paragraph 3 hereof.

6. Management, Duties and [illegible]

During the continuance of this joint venture, the rights and liabilities of the General Partner and the Limited Partners, respectively, shall be as follows:

(a) General Partner: Comanche Milling Corp. as General Partner shall be the general manager of the joint venture and shall have authority to do all things in its behalf necessary to accomplish its purposes and objectives and shall devote as much time as may be necessary to properly conduct its business. All of the work which may be performed by General Partner for the joint venture shall be performed in a good and workmanlike manner and in accordance with sound mining and engineering practices. All of the activities engaged in by the General Partner on behalf of the venture shall be conducted in compliance with applicable laws, rules and regulations pertaining to such activities of local, state or federal governmental or regulatory authorities including but not limited to the maintenance of Workmen's Compensation Insurance Coverage upon or with respect to all persons employed to work for the venture.

(b) Limited Partners: The Limited Partners shall have no authority to transact nor manage the business of the joint venture, but as Limited Partner may at any time and all times examine the books and records and investigate the affairs of the joint venture. The General Partner shall render to the Limited Partners monthly reports itemizing expenditures of funds and receipts of income by the joint venture.

No additional Limited Partner may be admitted into the joint venture and no Limited Partner shall have the right to substitute an assignee as contributor in his place except as hereinafter provided in the event of the death of a Limited

Partner, provided, however, that nothing herein contained shall prevent the assignment by either or all of the Limited Partners of his or their interest in the joint venture or any portion thereof to the General Partner.

7. Interest on Capital:

No interest shall be paid on the initial contributions to the capital of the joint venture or on any subsequent or additional contributions of capital.

8. Books:

The joint venture's books shall be maintained in the principal office of the joint venture and each partner shall at all times have access thereto. The books shall be kept on a fiscal year basis beginning on the _____day of _____and ending on the _____day of _____, and shall be closed and balanced at the end of each fiscal year.

9. Death of a Limited Partner:

Upon the death of a Limited Partner, his estate, or any person to whom he has bequeathed his joint venture interest, shall continue as a member of the joint venture, and shall succeed to all the rights and be subject to all of the obligations of the deceased partner under this agreement.

10. Term:

The term of this agreement shall be from the date hereof and until the project of exploitation of the tailings and placer deposits in Carter Lake has been completed or until dissolution may have occurred under any of the applicable provisions of the Uniform Limited Partnership Law.

11. The Joint Venture formed by the within agreement shall be restricted to the joint venture property hereinabove designated and nothing herein contained shall be construed to

prevent or limit the right of the individual partners to acquire interests alone or in association with others in any mining properties or ventures separate and apart from the within Joint Venture, whether such interests be in properties in the area of or adjacent to Carter Lake.

12. Benefit:

This agreement shall be binding upon the parties hereto, their respective legal representatives, heirs, devisees and assigns.

13. Irrespective of any other provision herein contained, this Limited Joint Venture shall not be in force and effect unless and until a certificate of limited partnership has been filed in the office of the County Clerk and Recorder for Gunnison County, Colorado, as provided by the laws and statutes of the State of Colorado.

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

COMANCHE MILLING CORP.

By _____

"General Partner"

_____

James C. Schneider

_____

Clifford W. Mann

"Limited Partners"

Office of Minerals Exploration
Building 53 Room 28

OFFICIAL
COPY
O. M. E.
RECEIVED
MAR 13 1972

March 8, 1972

Mr. Glen Berry
831 24 Road
Grand Junction, Colorado 80501

Subject: OME-6687 (Gold and Silver)
Comanche Milling Corporation
Carter and Way-Up Mines
Gunnison County, Colorado

Dear Glenn:

I have reviewed your application to the Office of Minerals Exploration for financial assistance in exploration at the Carter and Way-Up Mines in Gunnison County, which you referred to in our telephone conversation last week.

Your indications were that you wish to develop an area that is essentially gold bearing and that is in an area different from those proposed in your application dated January 12, 1968. It is not the purpose of the Office of Minerals Exploration program to develop and prepare an area for mining. The program is for the purpose of exploring for new and undiscovered reserves of gold, as well as the other minerals listed in the enclosed pamphlet.

I contacted the Small Business Administration in Denver, Colorado. Their recommendations, upon hearing my review of your request, were for you to apply to your local Bank for a possible loan through the Small Business Administration, since this administration assists companies essentially ready for production, as you stated in our conversation. Please let me know if I can be of any further assistance to you.

Sincerely yours,

J. William Hasler,
Field Officer, Region III
Office of Minerals Exploration

Enclosures
cc: Chief, OME ✓ OME-6687 OME chron Mr. Hasler Mr. Emerick

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
8/19/68	Kirkham	120
		120
8/19	Johnson	110
		220
		120M

Memorandum

To: The File

From: Edward C. Peterson

Subject: OME-6687 (Gold and Silver)
Comanche Milling Corporation
Carter and Way-Up Mines
Gunnison County, Colorado

The Applicant has not replied to our letter of July 3, 1968. Accordingly, the subject docket is referred to the inactive file and the application considered as having been withdrawn.

Edward C. Peterson

Edward C. Peterson

cc: Director's Reading File
Economic Geology File
OME Docket
OME Reading File
Region III
Mr. Peterson

ECPeterson/sbl 8/19/68

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
7/3/68	Peterson	120
7/3/68	Nicholson	120
		110
7/3	Call	220
		120M

JUL 3 1968

AIRMAIL

Comanche Milling Corp.

Ohio City, Colorado 81237

Re: OME-6687 (Gold and Silver)
Comanche Milling Corporation
Carter and Way-Up Mines
Gunnison County, Colorado

Gentlemen:

On February 27, 1968, we requested additional information which is necessary for the processing of your application.

If you need additional time to prepare this information, please let us know. If we do not receive a reply from you within thirty days from the date of this letter, we must assume that you are no longer interested in proceeding with your application and we shall consider it as having been withdrawn.

Sincerely yours,

FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

cc: Director's Reading File
Economic Geology File
OME Docket
OME Reading File
Mr. Peterson
Region III

ECPeterson/bsl 7/3/68

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
5/20/68	Peterson	120
5/20/68	Kirkham	120
		110
		220
		120M

MAY 20 1968

AIRMAIL

Comanche Milling Corp.

Ohio City, Colorado 81237

Re: OME-6687 (Gold and Silver)
Comanche Milling Corporation
Carter and Way-Up Mines
Gunnison County, Colorado

Gentlemen:

We have not received a reply to our letter of February 27, 1968, requesting additional information necessary to continue the processing of your application.

Will you please inform us when we may expect the required data. If you have decided to withdraw the application, please so inform us.

Sincerely yours,

FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

cc: Director's Reading File
Economic Geology File
OME Docket
OME Reading File
Mr. Peterson
Region III

ECPeterson/bsl 5/20/68

MME Form 7
(2/63)

OFFICIAL FILE COPY

Date	Surname	Code
9/26/68	Peterson	120
	(on leave)	120
		110
9/27	CLC	220
		120M

FT. 81008

AIRMAIL

Comanche Milling Corp.

Ohio City, Colorado 81237

Re: OME-6687 (Gold and Silver)
Comanche Milling Corporation
Carter and Way-Up Mines
Gunnison County, Colorado

Gentlemen:

This will acknowledge your letter of February 19, 1968, informing us that you wish to amend the subject application.

We have noted your comments regarding a program limited to the exploration of the Way-Up property. However, before we can consider such a project the following additional information pertinent to the new proposal is required.

Please furnish new bank correspondence. The loan requests to the banks should be for the estimated amount of the Government participation in the proposed work.

It is not certain from the data already submitted whether eligible minerals may occur on the property in quantities sufficient to qualify it for assistance under OME regulations. In an effort to establish this, we suggest that representative samples be taken of the Way-Up vein outcroppings and assayed. Information as to the location of samples taken, how sampled, sample widths, and copies of the assay certificates should be forwarded for our evaluation.

The proposed work should be described fully, indicating the specific geologic targets you wish to explore, how you propose to explore them, and give individual locations and footages for each item of work.

A revised detailed cost estimate for the work to be performed on the Way-Up claim is required. This should include cost of supervision, labor, assaying, equipment, supplies, etc.

We will be pleased to consider your application further upon receipt of the requested information. Nothing in this letter should be construed as a commitment by the Government to grant an exploration contract.

Sincerely yours,

FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

cc: Director's Reading File
Division File
Economic Geology File
OME File
OME Reading File
Mr. Peterson
Region III

ECPeterson/bsl 2/27/68

CUSTOM MILLING OF BASE METAL ORES
MINING
TIMBER
MOUNTAIN HOME SITES
MINE & MILL TOURS
ALL ON GOLD CREEK

Comanche Milling Corp.
Ohio City, Colorado

February 19th 1968.

RECEIVED
8 21 1968
INITIALS | CODE
RD 110
bal 120 112
150
EP 120

United States Department of The Interior
Office Of Mineral Exploration
Washington D.C.
Mr Frank E Johnson Director

Re: O.M.E. 6687 (Gold and Silver)
Comanche Milling Corp
Carter and Way Up mines
Gunnison County, Colorado.

Dear Mr Johnson;

After receiving your letter of Jan 29th we have made considerable sffort to get into these properties, but with the upper chloride portal to the Carter caved at the portal tho only a surface dirt cave, the four and five foot of snow at the portal which is two miles up the mountain, makes it out of reason at this time to attempt an entrance to the mine until the snow goes off, the 900 ft climb up a wet raise is also out of reason.

We also realize that our Government has bit off a bite that will limit your office to smaller contracts or none at all, we want you to know that what ever efforts you might put forth in our behalf will be appreciated and understood.

Therefore we have decide to ask you to disregard projects A and B of our application and let us know what you need to negotiate a contract on project C only.

We can comply with your requests as outlined in paragraph 2 of your letter as soon as the snow goes off which looks like another 30 days.

You will note that roads, Buildings and rehabilitation in project C comes well under the 20% you mention in paragraph 4 of your letter.

The subordination agreement on the Way Up mine was properly signed by the owner Dr Roy Carpenter as refered to in the 8th paragraph of your letter.

Any assistance you can give to expidite this contract will be appreciated as these mountain women folks of ours get hard to get along with when the cupboard looks like Mother Hubbards.

Sincerly your

G Ann Barry
President
Comanche Milling Corp
Ohio City 81237
Colorado

cc J.Wm Hasler
Field Officer region 111
O.M.E. U.S.Geological Survey
Building 53 Room 203
Denver Federal Center
Denver Colorado 80225

OME Surname copy

1/29/68 Peters 120

Kirkemo 120

AIRMAIL

JAN 29 1968

Comanche Milling Corp. 110

Ohio City, Colorado 81237 220

Re: OME-6687 (Gold and Silver) 120M
Comanche Milling Corporation
Carter and Way-Up Mines
Gunnison County, Colorado

Gentlemen:

Our review of your application for financial assistance in exploring the subject property indicates that the geological evidence furnished is too meager and generalized to support the proposed $223,000.00 project. Unless you can provide adequate factual geologic support for the proposal, we would have no choice but to deny the application.

Information needed includes assays of samples taken from mineralized areas of the property to be explored, geologic maps, projections or sections, and a more detailed description of the structures, formations, and mineral occurrences in those areas. The sample information should include the location of samples taken, how sampled, sample widths, and copies of the assay certificates. The reports prepared by Yarberry and Bauer refer only to the old workings and not to the areas you wish to test. Exhibit "W," the report by Hopkins, was not received.

If you decide to continue with the application, perhaps the services of a competent geologist or engineer should be considered to evaluate your property and assist in the preparation of the proposal.

In reference to the proposed project, we note that much of the work consists of rehabilitating old mine workings, and road and building construction. Under OME regulations, such work should not constitute a major portion of the project, and about 20 percent of the total costs is considered maximum for this purpose.

Allowances for the use of mill buildings and related equipment would not be approved, as provisions for assaying by commercial laboratories are usually included in a contract. Office expenses, including accounting, are held to a minimum. Normally, $50.00 to $75.00 per month is considered sufficient for these purposes.

For your information, allowances for use of equipment owned by the Operator is calculated in an OME contract by allowing depreciation to the extent of 1/60th of its fair market value, or its book value,

whichever is less for each month used on the project. If the equipment is rented, a fair rental charge per month is allowed.

In addition, the Government pays its share of the cost at the end of each month after a voucher for the costs incurred has been submitted and approved. It usually takes two or three weeks to process such a voucher. An applicant, therefore, should have sufficient funds readily available to pay for all the costs of the project for the first two or three months.

Since Michiana Realty, Incorporated, and O. A. Sutton retain interests in the properties where work is contemplated, properly executed Lien and Subordination Agreements are required in accordance with Item 2(c) of the application form.

Submittal of information to qualify your application for further consideration should not be construed as a commitment by the Government to grant an exploration contract. We shall continue to hold the application until we have either received the information or been advised that you wish to withdraw the application.

Sincerely yours,

FRANK E. JOHNSON

Frank E. Johnson
Chief, Office of
Minerals Exploration

cc: Director's Reading File
Division File
Economic Geology File
OME Docket
OME Reading File
OME Region III
Mr. Peterson

ECPeterson/gla 1-26-68

January 18, 1968

Comanche Milling Corp.
Ohio City, Colorado 81237

Subject: OME-6687

Gentlemen:

Your application for exploration assistance, dated January 12, 1968, submitted to our office at Denver, Colorado, has been assigned Docket No. OME-6687.

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

Sincerely yours,

Frank E. Johnson
Chief, Office of
Minerals Exploration

Copy to Region III