OFFICIAL FILE COPY
DMEA

RECEIVED MAR 1 1957

DATE	INITIALS	CODE

DEFENSE MINERALS EXPLORATION ADMINISTRATION
CONTRACT ADMINISTRATION AND AUDIT DIVISION

REPORT OF REVIEW

I have reviewed the Monthly Reports of:

Burmac Exploration Corporation
Williston, North Dakota

pertaining to Exploration Project Contract No. Idm-E965, Docket No. DMEA 4107, dated July 5, 1956, without amendments, for the month of August 1956, covering a project for the exploration of uranium, on property known as the Cox Lease, located in Sections 17 and 18, Township 10 North, Range 61 East, M.P.M. and B., Fallon County, State of Montana.

My review included an examination of the Monthly Report (Form MF-104) and supporting documents attached thereto, comparison of the costs claimed with the contract and pertinent schedules, consultation with the Government representative who visited and examined the project, and a determination of the reasonableness and propriety of the costs.

This review was made in lieu of a final audit of the Operator's accounts and records for the following reasons:

(a) The administrative cost to the Government of an audit would be excessive in relation to the estimated amount of possible further disallowances thereunder;
(b) the Monthly Report was supported by documentary proof of costs incurred under the contract's provisions for contribution by the Government on the basis of actual costs incurred;
(c) a major portion ($3,657.91) of the costs incurred covered work performed at unit rates under independent contracts; and
(d) the balance ($773.44) of the costs incurred were under a contract provision for payment by the Government on the basis of fixed unit costs of units of work actually performed.

The review disclosed the following facts in regard to the amount paid or to be paid the contractor:

Total costs as billed by Contractor		$4,468.72
Exceptions (see schedule attached)		
By DMEA Finance Officer	$ .04	
Herewith	37.33	37.37
Total accepted cost		$4,431.35

The contract calls for a 75 percent participation of exploration expenses by the United States Government. Therefore, payment to the contractor by the Government in the amount of Three thousand three hundred twenty three and 51/100 Dollars

--$3,323.51--

is considered valid and proper, provided that the Regional Executive Officer, the Administrator, or other competent official has accepted, or will accept, the project as having otherwise met the terms of the contract.

C. A. Turner, Auditor

February 26, 1957

[redacted]

Schedule of Exceptions

Burmac Exploration Corporation [redacted] DMSA [redacted] Idm-E965

Independent Contractor Cost	Core Drilling	Non-Core Drilling	Total
Young Southern Exploration Co. - Independent Contractor			
Core Drilling 658 feet 93 3/4 hrs. @ $17.90	$1,678.12	-	$1,678.12
Non-Core Drilling 2423 ft. 100 1/4 hrs. @ $17.90	-	$1,794.48	1,794.48
Moving equipment from Billings to job and return to Billings 14 hrs. @ $12.50	37.37	137.63	175.00
One Mayhew Core Head Bit Used	42.50	-	42.50
One Fishtail Bit Used	-	15.00	15.00
Total Independent Contractor Cost	$1,757.99	$1,947.11	$3,705.10
Cost not claimed on Form MF-104	9.82	-	9.82
Total Cost Claimed on Form MF-104	$1,748.17	$1,947.11	$3,695.28

Moving Equipment Cost	Feet	Percent	Moving Cost
Allocated on Footage Basis			
Core Drilling	658	21.3567	$ 37.37
Non-Core Drilling	2423	78.6433	137.63
Total	3081	100.0000	$175.00

Independent Contract Costs as claimed by Operator on Form MF-104	$1,710.80	$1,984.48	$3,695.28
Costs allowed by Audit			
Core drilling 658 ft. @ $2.60	1,710.80	-	-
Non-Core drilling 2423 ft. @ .8036	-	1,947.11	3,657.91
Disallowance	$ -0-	$ 37.37	$ 37.37

* * * *

Operator's Final Form MF-104 dated August 1956	$4,468.72

Costs Accepted by this Audit		
Independent Contract Cost		
Core drilling 658 ft. @ $2.60	$1,710.80	
Non-Core drilling 2423 ft. @ .8036	1,947.11	
Fixed Unit Costs		
Incidental drilling allowance 3081 ft. @ $ .24	739.44	
Chemical sample analysis 8 @ 4.25	34.00	
Total		$4,431.35
Disallowance		37.37
Previous Disallowance by Certifying Officer		.04
Net Disallowance by this Audit		$ 37.33

C. A. Turner, Auditor

February 26, 1957

806

MAR 4 1957

Mr. Charles A. Turner
DMEA Auditor
1201 North Division Street
Spokane 2, Washington

Re: Report of Review
Ida-[illegible], [illegible]-4107
Furnace Exploration Corp.

Dear Mr. Turner:

Your revised Report of Review covering the referenced project is acceptable and release of all copies is authorized after changing the amount in reason (c) from $3,607.78 to $3,657.91.

This change has been made on the three Washington copies.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Chief
Contract Administration
and Audit Division

FWTalbert/wb
March 4, 1957

Copy to: Docket
Admr. Reading File
Mr. Chambers

Mr. Chambers

FEB 15 1957

Mr. Charles A. Turner
DMEA Auditor
1201 North Division Street
Spokane 2, Washington

Re: Report of Review
Idn-E965, DMEA-4307
Burmac Exploration Corporation

Dear Mr. Turner:

The recently submitted copies of your Report of Review in lieu of a final audit covering the referenced project are returned herewith for further review and revision as may be necessary.

In the third paragraph your reasons (a) and (b) for the review in lieu of an audit should be stated as reasons (c) and (d) preceded by the following reasons:

"(a) the administrative cost to the Government of an audit would be excessive in relation to the estimated amount of possible further disallowances thereunder;
(b) the Monthly Report was supported by documentary proof of the costs incurred under the contract's provisions for contribution by the Government on the basis of actual costs incurred;"

Both of these reasons, or variations thereof, are required to be given in any case where any portion of the costs claimed are under a contract provision for contribution by the Government on the basis of actual costs incurred (see page 70 of the audit manual).

The Schedule of Exceptions attached to the Report of Review indicates allocation of the moving expenses on a 50-50 basis to the core and noncore drilling. Our files, however, contain a copy of a memorandum signed by D. R. MacLaren under date of August 21, 1956 (confirming a telephone conversation between Mr. McCabe, the Operator's geologist, and Messrs. Erickson, Boucher and MacLaren, representing the Field Team), in which the Operator "was advised to prorate the total estimated cost of the move to so-much-per-foot." Under this agreement, which appears equitable, the moving charge of $175.00 would be allocated

on a 21.4-78.6 percent basis, resulting in your disallowance being reduced from $87.50 to $37.45. It is suggested that you discuss this matter with Mr. Weissenborn before revising the Report of Review.

Sincerely yours,

(Signed) J. L. Chambers

Jay L. Chambers, Chief
Contract Administration
and Audit Division

Enclosure

EDTalbert/wb
February 15, 1957

Copy to: Docket
Admr. Reading File
Mr. Chambers

Standard Form No. 1034a—Revised
Form prescribed by
Comptroller General, U. S.
September 7, 1950
(Gen. Reg. No. 51, Supp. No. 11)

PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

D. O. Vou. No. .....

Vou. No. 1955

U. S. .....
(Department, bureau, or establishment)

Voucher prepared at Spokane, Washington (Give place and date) 3/19/57

THE UNITED STATES, Dr., Payee's Account No. Idm-E965

To Burmac Exploration Corporation

Box 896 (Address) Williston, North Dakota

PAID BY

(For use of Paying Office)

No. and Date of Order	Date of Delivery or Service	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary) Discount Terms	QUANTITY	UNIT PRICE Cost	UNIT PRICE Per	AMOUNT Dollars	AMOUNT Cts.
	August 1956	Balance withheld under Voucher No. 1893, paid 10/16/56, adjusted to audit				222	00
PAYMENT: Complete ☐ Partial ☐ Final ☐		FINAL PAYMENT					
		Use continuation sheet(s) if necessary					

Shipped from to Weight Government B/L No. Total 222 00

(Payee must NOT use this space)

Differences .....

Account verified; correct for .....

(Signature or initials) D. L. 222 00

Contract No. Date Req. No. Date Invoice Rec'd.

222.00

MEMORANDUM

ACCOUNTING CLASSIFICATION (For completion by Administrative Office)

Appropriation, limitation, or project symbol	Appropriation title	Limit'n. or Proj't. Amount	Appropriation Amount

Allotment symbol	Amount	Obligations liquidated	COST ACCOUNT Symbol	COST ACCOUNT Amount	OBJECTIVE CLASSIFICATION Symbol	OBJECTIVE CLASSIFICATION Amount

Paid by { Check No. ..... dated ....., 19....., for $..... } on Treasurer of the United States in favor of payee named above.
{ Cash, $....., on ....., 19.....

16—22900a-2

METHOD OF OR ABSENCE OF ADVERTISING

METHOD OF ADVERTISING

1. Advertising in newspapers Yes ☐ No ☐.
2. (*a*) Advertising by circular letters sent to ..... dealers.
   (*b*) And by notices posted in public places Yes ☐ No ☐.

   (If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made below.)

ABSENCE OF ADVERTISING

3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with .....
5. Without advertising, it being impracticable to secure competition because of .....

.....

.....

.....

.....

(Here state in detail the nature of the exigency or circumstances under which the securing of competition was impracticable under 3 and 4)

NOTE.—The above form "Method of or Absence of Advertising" is to be used when purchases are made or services secured under proper authority without written agreement in any form. In case of a written agreement (formal contract, proposal, and acceptance, or less formal agreement) Standard Form No. 1036—Revised should be used for abstracting the method of or absence of advertising and award of contract. (See General Regulations No. 51, as amended.)

☆ U. S. GOVERNMENT PRINTING OFFICE : 1950 O—75805

16—22900a-2

1201 N. Division Street
Spokane 2, Washington

March 10, 1957

Mrs. Dorothy F. Long, Certifying Officer
DMEA Field Team, Region I, NW
1201 N. Division Street
Spokane 2, Washington

Re: Docket No. DMEA-4107 (Uranium)
Burmac Exploration Corporation
Fallon County, Montana
Contract No. Idm-E965

Dear Mrs. Long:

The work completed under the contract was done to the satisfaction of the Government. A final report evaluating the results of the exploration program has been presented by the Operator and accepted by the Executive Officer.

The Government has no interest in supplies or equipment purchased for use on the project.

A Certification of Discovery will not be recommended by the Field Team.

A final Report of Review dated February 26, 1957 by DMEA Auditor C. A. Turner has been received.

As all contract requirements have been met, it is requested that final settlement of our account with the Operator be made.

Sincerely yours,

A. E. Weissenborn, Exec. Officer
DMEA Field Team, Region I, NW

cc: DMEA (2)
USGS (2)
Contract Admin. (2)
Docket

Form MF-104 (Rev.)
(April 1952)

Budget Bureau No. 42-R1036.5

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OCT 3 REC'D
RECEIVED OCT 22 1956

OPERATOR'S MONTHLY REPORT AND VOUCHER

Month of August, 1956 Docket No. DMEA 4107 Contract No. Idm-E965

Operator's Name Burmac Exploration Corporation Minerals Uranium

Address Box 836, Williston, North Dakota

Contract Amount, $15,512.00 Government Participation: 75 % Amount, $11,634.00

ITEMS OF COSTS	FOR OPERATOR'S USE			FOR GOVERNMENT USE ONLY		
	Monthly Total	Totals Previously Reported	Totals To Date	Approved Monthly Total	Approved Totals Previously Reported	Approved Totals To Date
(1) Independent Short Form Contracts:						
Drilling Core	$1710.80	0.00	$1710.80	1710.80	—0—	1710.80
~~Bulldozing~~ Non-core	1984.48	0.00	1984.48	1984.44	—0—	1984.44
Crosscutting						
Drifting						
(2) Labor and Supervision:						
Labor						
Supervision						
Technical Services						
(3) Operating Mat'ls. and Supplies:						
Timber						
Explosives						
Pipe						
Track						
(4) Operating Equipment:						
Rental						
Purchase						
Depreciation						
(5) Initial Rehabilitation and Repairs						
(6) New Bldgs., Improvements, etc.						
(7) Miscellaneous:						
Repairs to Equipment						
Sampling and Analysis						
Payroll Taxes						
Liability Insurance						
Incidental Allow.	739.44	0.00	739.44	739.44	—0—	739.44
Chem. Analysis	34.00	0.00	34.00	34.00	—0—	34.00
(8) Contingencies (specify):						
TOTALS	$4468.72	0.00	$4468.72	4468.68	—0—	4468.68

I certify that the above bill is correct and just and that payment therefor has not been received.

Date 29 SEPT. 1956 Payee Burmac Exploration Corporation

Per [signature] Title President

*When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

withheld 3351.51
250.00
3101.51

Pursuant to authority vested in me, I certify that this account is correct and proper for payment in the amount of:

$3101 51

Signature [signature]
(Authorized Certifying Officer)

Date 10/16/56 Vou. No. 1893
(See other side)

(For Government use only)

CERTIFICATION BY GOVERNMENT REPRESENTATIVE:

I certify that to the best of my knowledge and belief the contractor submitting this voucher is operating a Defense Minerals Exploration Administration project under Contract No. E965 in accordance with the terms of the contract.

Signature /S/ George J. Krempasky Title Mining Engr. Date 10/10/56

APPROVAL BY DMEA EXECUTIVE OFFICER OR ALTERNATE:

Signature /S/ A. E. Weissenborn Title Executive Officer Date 10/15/56

MONTHLY REPORT OF OPERATOR

The Operator (Contractor) of an exploration project is required to make a monthly report to the Government through the Regional Executive Officer. This report consists of three parts as follows:

(a) *Form MF-104—Operator's Monthly Report and Voucher.*—This form details expenditures and constitutes a voucher for reimbursing the Operator for the Government's share of costs;

(b) *Form MF-104A—Operator's Unit Cost and Progress Report.*—This is a statistical report of expenditures which shows costs for the various types of operation; and

(c) *Narrative.*—A concise narrative description of progress made, results accomplished, and any unusual difficulties encountered must be furnished as an attachment to this Report and Voucher. Wherever possible, the narrative is to be illustrated with maps or sketches showing formations penetrated and location and assays of samples taken as well as advances in workings. In the case of diamond drilling or churn drilling, the location and inclination of holes is to be shown on a map; logs and assays also are to be submitted.

The Monthly Report of Operator should be prepared in an original and four copies all of which must be sent to the Executive Officer of the Region not later than the 15th of the month following.

Preparation of Form MF-104—Operator's Monthly Report and Voucher.—All the applicable spaces in Form MF-104 should be filled in by the Operator, and the Operator or his agent should sign the certification in the lower left corner of the form.

The items of costs are arranged in the order they appear in Article 6 (a) of Form MF-200 (Revised February 1952), however, this form is readily adaptable for use in reporting activities under other contract forms.

Under Item (1) delete words "Short Form" if the contract is a sub-contract under Form MF-200; and delete word "Independent" if the contract reported is on Form MF-200 (A). Also, report work paid for on a unit basis under contract Form MF-200 as though it were performed under an independent contract.

Under Item (2) include labor, supervision and technical services incurred for the exploratory operations. Do not include labor, supervision and technical services used for work performed under items (5) and (6).

Under Item (3) include the costs of material and supplies used in the project other than that used under items (5) and (6).

Under Item (4) appear the three types of operating equipment expenditures, that is, rental, purchase and depreciation. The expenditures made for renting equipment belonging to a third party will be reported under "Rental". The amount paid or duly obligated for payment for the purchase of equipment will be reported under "Purchase". The amount of expenditures due the Operator to reimburse him for depreciation of equipment owned will be reported under "Depreciation".

Item (5) comprises costs of labor, supervision, technical services, materials, etc., which are used in the initial rehabilitation and repair of existing buildings, installations, fixtures, and equipment. These costs, therefore, should not be reported under items (2) and (3).

Item (6) includes the labor, supervision, technical services, materials, etc., used in the installation or construction of new buildings, fixed improvements, etc., necessary for the project. These costs, therefore, should not be reported under items (2) and (3).

Item (7) covers miscellaneous types of expenditure such as payroll taxes, liability insurance, workmen's compensation insurance, repairs to equipment and sampling and analysis. Only that part of payroll taxes, liability insurance and workmen's compensation which are paid by the operator should be reported under item (7). The share paid by the employee as a payroll deduction is to be included under item (2) as labor costs.

Item (8) includes any unforeseen costs not included in the other seven categories.

The original of Form MF-104 when submitted for reimbursable expenses incurred under contract Form MF-200 must be supported by original documentation or by certified copies of purchase orders, payrolls or transcripts of payrolls, unless such documentation has been waived by the Regional Executive Officer. This certification may be stated thus, "Certified True Copy (or Transcript)", followed by appropriate signature. If the Executive Officer of the Region determines that a contract under Form MF-200 should have an "on-site" audit, that is, a Government auditor should make an audit of the Operator's books and records of account, the Operator need not support his monthly voucher with original or certified documents except in cases of equipment purchases whose individual costs exceed $50.00. In these cases the original or a certified copy of the purchase order or invoice should be attached to the Monthly Voucher. N. B.—Only the *original* of Form MF-104 is required to be documented. The four copies of Form MF-104 are not to be thus supported.

Form MF-104 submitted for reimbursement under fixed price contracts on Form MF-200 (A), however, are not required to be supported by documentation of any kind. The Operator will submit his claim under item (1) of Form MF-104 by deleting as stated above the word "Independent" and by showing the number of feet or other units immediately after the appropriate descriptive word, such as, drilling, bulldozing, crosscutting, drifting, etc., and giving the "Monthly Total" amount due. "Totals Previously Reported", and "Totals to Date" columns should also be filled in.

Form ME-104A
(April 1952)

Budget Bureau No. 42-R1151.2

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

OCT 3 REC'D
RECEIVED
OCT 22 1956

OPERATOR'S UNIT COST AND PROGRESS REPORT

Month of August 1956 Docket No. DMEA 4107 Contract No. Idm-E965
Operator's Name Burmac Exploration Corporation Minerals Uranium
Address Box 836, Williston, North Dakota

OPERATION	UNIT	COSTS THIS MONTH	UNITS THIS MONTH	COSTS TO DATE	UNITS TO DATE	UNIT COSTS TO DATE	AUTHORIZED BY CONTRACT Units	AUTHORIZED BY CONTRACT Unit Costs
Drifting								
Crosscutting								
Raising								
Shafts								
Winzes								
Drilling: Core	ft.	$1710.80	658	$1710.80	658	2.60/ft.	640	$2.60/ft.
~~Churn~~ Non-core	ft.	1984.~~48~~ 4	2423	1984.~~48~~ 4	2423	0.819/ft	10360	1.00/ft.
Auger								
Stripping								
Trenching								
~~Test Pits~~ Chem. Anal.	ea.	34.00	8	34.00	8	4.25 ea	200	4.25/ea.
Roads and Trails								
Incidental Allow.	ft.	739.44	3081	739.44	3081	0.24/ft	11000	0.24/ft.
TOTAL DISTRIBUTED COSTS		$4468.~~72~~ 68		$4468.~~72~~ 68				TOTAL COSTS AUTHORIZED BY CONTRACT
Operating Equipment Purchased								
Initial Rehabilitation and Repairs								
New Buildings, Improvements, etc.								
TOTAL COSTS								

The undersigned company, and the official executing this certification on its behalf, hereby certify that the information contained in this report is correct and complete to the best of their knowledge and belief.

Date SEPT 29, 1956 Operator Burmac Exploration Corp.

Per David Dallas Title President

REMARKS:

NOTE.—Title 18, U. S. Code (Crimes), section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

(Instructions on reverse)

(For Government use only)

/S/ George J Krempasky

INSTRUCTIONS

Preparation of Form MF–104A—Operator's Unit Cost and Progress Report.—Applicable places on Form 104A should be filled in by the Operator. The purpose of this form is twofold as follows: (1) to furnish the supervising engineers and other administrators with statistical information necessary to better determine the progress of the project; and (2) to furnish more permanent information on mining costs for future use. The more important phases of operation on which permanent information is desired have been outlined in the form. There are blank lines, however, for those unusual phases which may need to be reported for a particular project. It will be necessary for the Operator to distribute his costs among the applicable phases reported with the exception of three items the costs of which are not to be distributed by the Operator. These three items are: "Operating Equipment Purchased", "Initial Rehabilitation and Repairs", and "New Buildings, Improvements, etc." The reason for not distributing these items on a monthly basis is doubtless clear to the Operator, since such distribution might well overstate the cost for any one month or period short of the entire contract period.

Form MF–104A has been designed to tie in with Form MF–104 for both monthly and cumulative costs. The "Total Costs" on Form MF–104A for each month should equal the monthly "Total Costs" as reported on Form MF–104. This is also true of the "Total Costs To Date".

In preparing Form MF–104A, it will be necessary frequently to distribute certain costs over a number of items. For instance, supervisory and engineering costs may have to be distributed over several phases, such as, drifting, crosscutting, raising, etc., provided that these items were reported active for the month. Such distributions should be made on the basis of time spent on the various phases, on man days of labor charged to such phases, or on some other equitable basis. "Operating Equipment", "Initial Rehabilitation and Repairs", and "New Buildings Improvements, etc.", will be distributed to the several phases of the project by the Washington Office of DMEA at the close of the project if determined necessary. The last two columns headed "Authorized by Contract" will be filled in by the Operator if such information is found in the contract. This information is usually a part of Exhibit "A" of the contract. A space for remarks has been provided for the use of the Operator to call attention to any unusual circumstances causing excessive or disproportionate unit costs.

GPO 872894

YAPUNCICH, SANDERSON & BROWN
LABORATORIES

P. O. Box 593
PHONE 9-8979

80 NORTH 31ST STREET
BILLINGS, MONTANA

OCT 3 REC'D

RECEIVED
OCT 22 1956

Date 9-6-56

Lab. No. 77-U & 84-U

Invoice No.

Total Charges $

To: Burmac Exploration Corporation
P.O. Box 836
Williston, North Dakota

% D. D. Dallas

CERTIFIED URANIUM ASSAY REPORT

SAMPLE	RADIOMETRIC ASSAY Equivalent U_3O_8, % by weight	CHEMICAL ASSAY U_3O_8, % by weight
Lab No. 77-U		
D-153840	0.03	0.04
D-153638	0.07	0.11
D-153638A	0.07	0.09
Lab No. 84-U		
D-15233-38	0.11	0.13
D-15238-41	0.09	0.14
D-15233-381	0.01	0.04
M-141820	0.01	0.01
M-141820	0.01	0.04

8

Signed by A. S. Brown
Chemist

RECEIVED
OCT 22 1956
OCT 3 REC'D

September 28, 1956

COPY

Mr. John A. Bowsher
U. S. Bureau of Mines
301 Administration Building
Montana School of Mines
Butte, Montana

Re: Docket No. DMMA-4197 (Uranium)
Cox Lease
Fallon County, Montana
Contract No. Idm-E965

Dear Mr. Bowsher:

I am enclosing five signed copies of Forms MF-104 and MF-104A. Also enclosed are five copies of the invoice from Young Southern Exploration Company and five copies of the Certified Uranium Assay Report.

You will note that the cost per foot for coring averaged slightly more than the $2.60 allowed in the contract. The cost per foot for straight drilling, however, averaged only $0.819, whereas $1.00 per foot was allowed. Also in my calculations for the straight drilling costs, I included the entire cost for fourteen hours of travel time. Mr. Weissenborn stated in a telephone conversation with me that he thought this method of calculation would be approved so long as we do not exceed the total allowable cost for the 56 holes in Stage I. ?

Under this same cover I am sending five copies of a combined report which includes monthly progress, narrative and final reports.

Please contact me by phone or mail if you wish to have any additional information concerning these reports.

Sincerely yours,

Dois D. Dallas

Dois D. Dallas

DDD:hl
Enc.

RECEIVED
OCT 22 1956

September 28, 1956

U. S. Department of the Interior
Defense Minerals Exploration Administration
So. 157 Howard Street
Spokane 4, Washington

Attn: Mr. A. S. Weissenborn
Executive Officer
Field Team, Region I, N. W. Dist.

Re: Docket No. DMA-4107 (Prentice)
Can Yonno
Fallon County, Montana
Contract No. Ia-1965

Dear Mr. Weissenborn:

I am submitting to you, in five copies, the report in accordance with Article 7 (b) and (c) of the captioned contract.

In view of the rather discouraging results obtained from the Stage I drilling program we have made the decision not to proceed to Stage II. Hence will you please consider this report as our monthly progress report for the month of August 1956, our narrative report on Stage I and our final report.

These reports as well as the necessary vouchers are being sent first to Mr. John A. Koschar of the U. S. Bureau of Mines in Butte, Montana.

It has been a pleasure to work with you and your representatives as well as with the members of the U. S. Bureau of Mines on this project. I trust that our report will be satisfactory and in compliance with the terms of the contract.

Sincerely yours,

Dale D. Dallas

Dale D. Dallas

DDD:bl

RECEIVED
OCT 22 1956

1201 N. Division Street
Spokane 2, Washington

October 17, 1956

Burnse Exploration Corporation
Box 836
Williston, North Dakota

Re: Docket No. DMRA 4107 (Uranium)
Contract Idm-2 965
Burnse Exploration Corporation
Monthly operating report for
August 1956

Gentlemen:

The subject operating report has been received and processed for payment.

You will note from the enclosed copy that a very small disallowance has been made from the cost claimed for non-core drilling. This was necessary because of a mathematical error.

As this will be your final voucher, we are obliged to withhold a portion of the Government's contribution to project costs pending a final audit of your records by a representative of the Contract Administration and Audit Division of DMRA. The amount being withheld is $250.00. This is standard procedure for all contracts.

We take this opportunity to thank you for submitting your final engineering report on the project so promptly.

By Field Team, Region I, NW District

Wing G. Agnew, Acting Executive Officer
U. S. Bureau of Mines

Donald R. MacLaren, Acting Member
U. S. Geological Survey

cc: DMRA (2)
USGS (2)
Wash. (2)
JDB
AD

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

Mr. Dale D. Dallas, President
Burmac Exploration Corporation
Post Office Box 816
Williston, North Dakota

Re: Docket No. DMEA-4107 (Uranium)
Contract No. Idm-8965
Cox Lease
Fallon County, Montana

Dear Mr. Dallas:

Reference is made to your completed exploration contract with the Government.

We sincerely regret that the work performed did not result in a certification of discovery or development under the provisions of the contract. In the absence of such certification, the Government retains no claim or lien against the property subject to the contract or any future production therefrom. We, therefore, are closing our books and records on this project. Your attention, however, is called to the provisions of the contract which require the operator to keep and preserve certain records for the period indicated.

Your interest in the DMEA exploration program and participation therein are fully appreciated.

Sincerely yours,

C. O. Mittendorf

Administrator

Copy to: Royal Indemnity Company
MChing/izm 8-28-57
cc to: Mr. Ching
Admr.'s Reading File
Contract Adm. & Audit Div.
DMEA FT Reg. I (2)

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

SEP 1957

Mr. Gerald A. Stenehjem, Attorney-in-Fact
Royal Indemnity Company
Williston, North Dakota

Re: Docket No. DMEA-4107 (Uranium)
Contract No. Idm-1965
Burma Exploration Company
Cox Lease
Fallon County, Montana

Dear Mr. Stenehjem:

Enclosed is a copy of a self-explanatory letter of today to the Operator under the above-cited contract.

The property as set forth in the contract is covered by your Performance Bond, dated July 18, 1956, under the captioned name and contract number.

In the absence of certification, the Government retains no claim against the bonding company that assumed the responsibility for performance under the contract.

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosure

MChing/izm 8-28-57
cc to: Mr. Ching
Admr.'s Reading File
Contract Adm. & Audit Div.
DMEA FT Reg. I (2)

DMEA Form 14

Contract No. Idm-E 965

Docket No. 4107

DEPARTMENT OF THE INTERIOR

Terminated contract

DEFENSE MINERALS EXPLORATION ADMINISTRATION

Obligation Document

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

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

Date of Contract	Region	State	Commodity
July 5, 1956	I DM	Montana	Uranium

Name and Address of Operator: Burmac Exploration Corp.
P. O. Box 836
Williston, North Dakota

	Reserve	Obligation
Prior Amount	0	$11,634.00
Increase	0	0
Decrease	0	8,310.49
Revised Amount	0	$ 3,323.51

Remarks:

ALLEN S. DAKAN

(Name)

Allen S. Dakan, Chief
Operations Control and
Statistics Division

(Title)

Date Delivered to Bureau of Mines, Washington 5/28/57

16416

Contract No. Idm-E 965

Docket No. DMEA-4107

DEPARTMENT OF THE INTERIOR

Executed contract

DEFENSE MINERALS EXPLORATION ADMINISTRATION

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

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

Date of Contract	Region	State	Commodity
July 5, 1956	I NW	Montana	Uranium

Name and Address of Operator: Burmac Exploration Corporation
P. O. Box 836
Williston, North Dakota

	Reserve	Obligation
Prior Amount	0	0
Increase	0	$11,634.00
Decrease	0	0
Revised Amount	0	$11,634.00

Remarks:

(Name)
Robert E. Adams, Chief
Operations Control and
Statistics Division
(Title)

Date Delivered to Bureau of Mines, Washington 7/5/56

98963

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UNITED STATES
DEPARTMENT OF THE INTERIOR

DEFENSE MINERALS EXPLORATION ADMINISTRATION

~~WASHINGTON 25, D.C.~~
So. 157 Howard Street
Spokane 4, Washington

August 21, 1956

MEMORANDUM

To: The Files

From: D. R. MacLaren

Subject: Telephone conversation with Mr. McCabe, geologist for Burmac Exploration Corporation, Docket No. DMEA-4107 (Uranium), Cox Lease, Fallon County, Montana, Contract Idm-E965

In accordance with a letter from Mr. Dois D. Dallas, Mr. McCabe called the Survey office to clarify certain points. Erickson and Bowsher of the Bureau were on extension phones and took part in the conversation. Points discussed were:

1. The independent drilling contract between Burmac and its driller calls for payment of $12.50 per hour while moving to theproperty from Billings, Montana, and while moving back to Billings. McCabe wanted to know if part of this cost could be included in its charges to DMEA should actual drilling costs prove to be less than the maximum allowed by the contract. He was advised to prorate the total estimated cost of the move to so-much-per-foot and include it with other items that will go to make up his total actual cost per foot; that is, if all items came to more than $2.60 per foot for core drilling, or more than $1.00 per foot for noncore drilling, the Government would pay only the maximum allowed.

2. McCabe wished to know whether or not authorization for Stage II and Stage III drilling would be entirely dependent upon the results of Stage I. He was told that they most certainly would, and was advised to send in hole data as soon as it was available without waiting for the due date of the 104's or until Stage I had been completed.

D. R. MacLaren

cc: DMEA (2)
USBM (2)
USBM (AD)
Alvord

RECEIVED
JUL 5 - 1956

Government's Copy

MF-200
(Revised June 1954)

Docket No. DMEA 4107

Commodity Uranium

Contract No. Idm-E 965

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

EXPLORATION PROJECT CONTRACT[1]

It is agreed this JUL 5 1956 day of ....., 195...., between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and [2] Burmac Exploration Corporation, a North Dakota corporation, whose mailing address is P. O. Box 836 Williston, North Dakota, hereinafter called the "Operator," as follows:

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

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

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

(b) The Operator represents and undertakes that:

(1) The Operator is the [4] Lessee of [5] the mineral rights to fissionable materials and non-fissionable materials associated therewith in the land, in possession and entitled to possession for all of the purposes of this contract, under and by virtue of a [6] an assignment of lease, [7] recorded in Book ....., page ....., official records of said County; and

(2) The Operator's right, title, or interest (whether as owner, lessee, or otherwise) is subject only to the following claims, liens, or encumbrances: Royalty as set forth in the lease

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

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

of the land (lessor, seller, optionor, etc.), are attached, as follows: Performance bond supplied in lieu of Consent to Lien by George P. Cox and Ruth E. Cox

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

ARTICLE 3. *The exploration project.*—The project is a search for indicated or undeveloped deposits of Uranium The work to be performed is described in Exhibit "A." The Operator on or before August 15, 1956 shall commence the work, and on or before October 31, 1956 (unless the Operator's obligation to prosecute the work is terminated—see Article 10) shall either have completed the work ~~or shall have incurred allowable costs (see Article 6) in an amount less than the estimated total allowable costs set forth in Exhibit "A"~~ except as otherwise provided in Exhibit "A" with respect to stages of work. (and See Article 13.)

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

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

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

ARTICLE 5. *Contribution by the Government.*—The estimated total allowable cost of the project, set forth in Exhibit "A," is the sum of $15,512.00 The Government shall contribute 75 percent of the allowable costs as they are incurred in a total sum not in excess of $11,634.00: *Provided,* That until the Operator has rendered to the Government his final report, and any final auditing required by the Government has been made, and a final settlement of the contract has been made, the Government may withhold from the last

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

ARTICLE 6. *Estimated costs.*—(a) *Categories of costs.*—The allowable costs of the work to which the Government shall contribute are limited to those that are direct, reasonable, necessary, and that are estimated in Exhibit "A" by categories as specified in this article. If any category or subcategory is omitted from the estimate of costs, or if the word "none" is annexed to the listing thereof, costs under such category or subcategory are not allowable. Any excess over any estimate which is indicated as the maximum of any category, subcategory, or item, either as to requirement or related cost, and any excess over the estimated total allowable cost of the work, shall not be allowable. Any excess over the estimate of any category, subcategory, or item, either as to requirement or related cost, not indicated as a maximum shall be allowable within the limit of the estimated total allowable cost of the work. To the extent that excesses over maximums other than the estimated total allowable cost of the work may be necessary for the performance of the work, the Operator shall incur such excesses for his own account without contribution by the Government; but except for any such necessary excesses in categories, subcategories, or items thereunder the Operator is not obligated to incur more than his agreed percentage of the estimated, total allowable cost of the work. See Article 13.

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

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

CATEGORY (2)—PERSONAL SERVICES.

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

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

Subcategory (c)—Labor.

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

CATEGORY (4)—OPERATING EQUIPMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) *Reductions in costs.*—The Operator shall account for and give the Government credit for any incidental benefits, credits, or money received in the ordinary course of business in prosecuting the work (as by salvage or sale of materials or equipment, furnishing of room or board, furnishing of power or services to third persons, rebates or discounts on purchases, etc.), in the same ratio in which the Government contributes to costs; and such amounts shall be treated as a reduction in costs incurred so that they are available for use within the limit of the original estimated total cost. This provision does not apply to receipts from production which are subject to the Government's percentage royalty under the provisions of Article 9. **See Article 13.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13. *Changes and added provisions.*—

(a) Categories (2) through (7) of Article 6(a) are deleted.

(b) To the extent that costs are set forth in Exhibit "A" as "Fixed Unit Costs" they are in lieu of the actual costs that otherwise would be allowable costs of the project under Article 6 of the Contract. The Government will contribute to the Fixed Unit Costs as they accrue, on the basis of units of work actually performed. The fixed unit costs include all costs of the work necessary to complete the project.

(c) In Article 3, after the reference to Article 10, delete remainder of sentence and substitute "shall have completed the work, except as otherwise provided in Exhibit 'A' with respect to stages of work."

70617-1

(d) That part of the last sentence in the first paragraph of Article 6(a) commencing after the semicolon, is deleted.

(e) In Article 6(c), the reference to Article 9 is changed to Article 8.

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

By C. O. Mitchenor

Administrator, Defense Minerals
Exploration Administration

BURMAC EXPLORATION CORPORATION
(Operator)

By Dois D. Dallas

PRESIDENT

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

Frank F. Jestrab

[CORPORATE SEAL]

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

EXPLORATION PROJECT CONTRACT
BURMAC EXPLORATION CORPORATION
DOCKET NO. DMEA-4107

ANNEX I

The land referred to in Article 2 of the Contract consists of all of sections 17 and 18, Township 10 North, Range 61 East, M. P. M. and B., Fallon County, Montana. The land is shown on the map (Figure 1) entitled, "Property Map of the Burmac Exploration Corporation Ollie Prospect," attached hereto and made a part hereof.

EXPLORATION PROJECT CONTRACT
BURMAC EXPLORATION CORPORATION
DOCKET NO. DMEA-4107

Exhibit "A"

Description of the Work

General Provisions

The work consists of rotary core and non-core drilling to test sandstone-lignite zones of the Fort Union formation of Paleocene age. The general location of the work is indicated on the map (Figure 1) referred to in Annex I, and on the map (Figure 2) entitled "Proposed Stage I Holes, SW$\frac{1}{4}$ sec. 17," attached hereto and made a part hereof.

Drill core shall be BX in size except where maintenance of this size is impracticable, in which case AX core may be substituted. Core drill holes shall be reamed and cased as necessary. All the core and cuttings from core drill holes shall be sawed and checked radiometrically for equivalent uranium. Sections indicating significant mineralization shall be split for samples and such samples shall be analyzed chemically for uranium. All the remaining core and cuttings saved shall be properly stored and labeled for inspection and disposition by the Government.

Non-core holes shall have a minimum diameter of 2$\frac{1}{2}$ inches. Drill cuttings shall be collected with a Duclone sample collector or equivalent unit. Samples shall be taken at 2-foot intervals. Samples shall be checked radiometrically for equivalent uranium and those indicating significant mineralization shall be analyzed chemically for uranium. A portion of each sample taken shall be properly labeled and stored for inspection and disposition by the Government.

All drill holes shall be logged geologically and probed radiometrically, and the record of such logging and probing, together with certified copies of all assay certificates, shall be submitted with the Operator's monthly progress reports.

The project work shall be supervised at all times by a competent mining engineer or geologist, who shall devote full time to the project.

The location, direction, inclination, and extent of all project work are subject to the approval of the Government.

The work is divided into three stages as hereinafter described. The Operator shall complete Stage I, and shall perform as much of the Stage II and Stage III work as the Government approves in writing in advance.

Stage I

In the SW$\frac{1}{4}$ of sec. 17, drill 4 core holes and 22 non-core holes, aggregating approximately 1,440 feet, at the locations indicated on the map (Figure 2). (Each core hole is represented on the map by a circled cross, and each non-core hole is represented on the map by a plain cross.) This work is designed to complete a grid with holes spaced 400 feet apart and at the same time offset certain mineralized holes previously drilled by the Operator. The holes are expected to average approximately 55 feet in depth. The 4 core holes shall be drilled first to establish geological controls.

In the S$\frac{1}{2}$ of sec. 18, drill 6 core holes and 24 non-core holes, aggregating approximately 2,100 feet, at the locations indicated on the map (Figure 1). Alternate east-west lines of holes are staggered, with the lines 660 feet apart and the holes in each line also 660 feet apart. The northernmost and southernmost lines are 330 feet from the borders of the area being explored and the easternmost and westernmost holes are 330 feet from the section boundaries. The holes are expected to average approximately 70 feet in depth. The 6 core holes shall be drilled first to establish geological controls.

If the cost of the total footage required to drill the 56 holes to the desired horizon exceeds the cost of 2,900 feet of non-core drilling and 640 feet of core drilling, additional funds therefor shall, upon written approval of the Government, be transferred to Stage I and deducted from Stage III. The footages estimated for the SW$\frac{1}{4}$ of sec. 17 and the S$\frac{1}{2}$ of sec. 18 are interchangeable as required.

Stage II

In the SW$\frac{1}{4}$ of sec. 17, drill approximately 36 non-core holes aggregating approximately 1,980 feet as 200-foot offsets to previously drilled holes that show significant mineralization.

In the S$\frac{1}{2}$ of sec. 18, drill approximately 30 non-core holes aggregating approximately 2,100 feet as 330-foot offsets to Stage I holes that show mineralization or favorable sandstone-lignite zones.

If the approximately 66 holes of this stage require more than 4,080 feet to reach the desired horizon, the additional footage and funds required may be transferred and deducted from Stage III footage

and funds upon the written approval of the Government. The footages estimated for the SW$\frac{1}{4}$ of sec. 17 and the S$\frac{1}{2}$ of sec. 18 are interchangeable as required.

Stage III

In the SW$\frac{1}{4}$ of sec. 17, drill not more than 36 non-core holes aggregating not more than 1,980 feet as offsets to previously drilled holes showing significant mineralization. These holes may be offset from 50 to 100 feet from previously drilled holes.

In the S$\frac{1}{2}$ of sec. 18, drill not more than 20 holes aggregating not more than 1,400 feet as offsets to previously drilled holes showing significant mineralization. These holes shall be drilled at least 100 feet from any previously drilled hole.

The footages estimated for the SW$\frac{1}{4}$ of sec. 17 and the S$\frac{1}{2}$ of sec. 18 are interchangeable as required.

Estimated Cost of the Project

Stage I

Actual Costs

Category (1) Independent Contracts		
2,900 feet rotary non-core drilling @ $1.00/ft.	$2,900.00	
640 feet core drilling @ $2.60/ft.	1,664.00	
Categories (2) through (7) None		$4,564.00

Fixed Unit Costs (See Article 13)

Incidental allowance for each foot of core and non-core drilling completed 3,540 feet @ $0.24/ft.	849.60	
50 Chemical sample analyses @ $4.25/sample	212.50	1,062.10
Estimated Total Cost of Stage I		$5,626.10

Stage II

Actual Costs

Category (1) Independent Contracts		
4,080 feet rotary nonecore drilling @ $1.00/ft.	4,080.00	

Categories (2) through (7) None		$4,080.00

Fixed Unit Costs (See Article 13)

Incidental allowance for each foot of rotary non-core drilling completed 4,080 feet @ $0.24/ft.	$ 979.20	
75 Chemical sample analyses @ $4.25/sample	318.75	1,297.95
Estimated Total Cost of Stage II		$5,377.95

Stage III

Actual Costs

Category (1) Independent Contracts

3,380 feet rotary non-core drilling @ $1.00/ft.	3,380.00	
Categories (2) through (7) None		3,380.00

Fixed Unit Costs

Incidental allowance for each foot of rotary non-core drilling completed 3,380 feet @ $0.24/ft.	811.20	
75 Chemical sample analyses @ $4.25/sample	318.75	1,129.95
Estimated Total Cost of Stage III		$4,509.95

SUMMARY

Estimated Total Cost of Stage I (rounded)	$5,626.00
Estimated Total Cost of Stage II (rounded)	5,377.00
Estimated Total Cost of Stage III (rounded)	4,509.00
Estimated Total Cost of Project	$15,512.00
Government Participation @ 75%	$11,634.00

STANDARD FORM 25
REVISED NOVEMBER 1950
PRESCRIBED BY GENERAL
SERVICES ADMINISTRATION
GENERAL REGULATION NO. 5

PERFORMANCE BOND

(See Instructions on Reverse)

DATE BOND EXECUTED

July 18, 1956

PRINCIPAL

Burmac Exploration Corporation, Williston, North Dakota

SURETY

Royal Indemnity Company of New York, New York

PENAL SUM OF BOND (*express in words and figures*)	CONTRACT NO.	DATE OF CONTRACT
Eleven thousand, six hundred thirty-four and no/100--------($11,634.00)----------	IDM-E965	July 5, 1956

KNOW ALL MEN BY THESE PRESENTS, That we, the **PRINCIPAL** and **SURETY** above named, are held and firmly bound unto the United States of America, hereinafter called the Government, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Government, numbered and dated as shown above and hereto attached;

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Government, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

WITNESS		INDIVIDUAL PRINCIPAL	
1.	as to		[SEAL]
2.	as to		[SEAL]
3.	as to		[SEAL]
4.	as to		[SEAL]

WITNESS		INDIVIDUAL SURETY	
1.	as to		[SEAL]
2.	as to		[SEAL]

Attest:

CORPORATE PRINCIPAL
Burmac Exploration Corporation
BUSINESS ADDRESS
Williston, North Dakota
BY
Dois D. Dallas
TITLE
Dois D. Dallas, President

AFFIX CORPORATE SEAL

Attest:

CORPORATE SURETY
Royal Indemnity Company
BUSINESS ADDRESS
New York, New York
BY
Gerald A. Stenehjem
TITLE
Gerald A. Stenehjem, Attorney-in-fact

AFFIX CORPORATE SEAL

STANDARD FORM 25
NOVEMBER 1950 EDITION

16—30441-2

The rate of premium on this bond is $10.00 per thousand.

Total amount of premium charged, $ 116.34

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Frank F. Jestrab, certify that I am the secretary of the corporation named as principal in the within bond; that Dois D. Dallas, who signed the said bond on behalf of the principal, was then president of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

[CORPORATE SEAL]

INSTRUCTIONS

1. This form shall be used for construction work or the furnishing of supplies or services, whenever a performance bond is required. There shall be no deviation from this form except as authorized by the General Services Administration.

2. The surety on the bond may be any corporation authorized by the Secretary of the Treasury to act as surety, or two responsible individual sureties. Where individual sureties are used, this bond must be accompanied by a completed Affidavit of Individual Surety for each individual surety (Standard Form 28).

3. The name, including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefor, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.

☆U. S. GOVERNMENT PRINTING OFFICE : 1951—O-79566

STATE OF North Dakota
ss:
COUNTY OF Williams

On this 18th day of July, 19 56, before me personally appeared Gerald A. Stenehjem, with whom I am personally acquainted, who, being by me duly sworn, said: that he resides in the city of Williston ~~State of North Dakota~~; that he is Attorney-in-Fact of the Royal Indemnity Company (Name of Company) the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Attorney-in-Fact by like authority; and that the liabilities of the said Company do not exceed its assets, as ascertained in the manner provided in Chapter 33 of the Laws of 1909, constituting Chapter 28 of the Consolidated Laws of the State of New York, and known as the Insurance Law.

[SEAL]

CF22087A-' 2

Joyce Melland

JOYCE MELLAND, Notary Public
Williams County, North Dakota
My commission expires August 23, 1958

Power of Attorney

No. 12923

KNOW ALL MEN BY THESE PRESENTS: That the ROYAL INDEMNITY COMPANY, a corporation of the State of New York, pursuant to the following By-Law, which was adopted by the Directors of the said Company on September 20, 1950, to wit:

Article V, Section 1, Provides "The President, any Vice-President, or any other Officer designated by the Board of Directors shall have power and authority to appoint Resident Vice-Presidents, Resident Secretaries, Resident Assistant Secretaries, and Attorneys in fact, and to give such appointees full power and authority to sign, and to seal with the Company's seal, where required, all policies, bonds, recognizances, stipulations and all underwriting undertakings, and he may at any time in his judgment remove any such appointees and revoke any authority given to them."

hath made, constituted and appointed and by these presents does make, constitute and appoint GERALD A. STENEHJEM - - -

(2) D.C.

RECEIVED
JUL 23 1956

The within Bond is hereby approved as to Form and sufficiency of the Surety this day 19

CF22169-10M-1-55

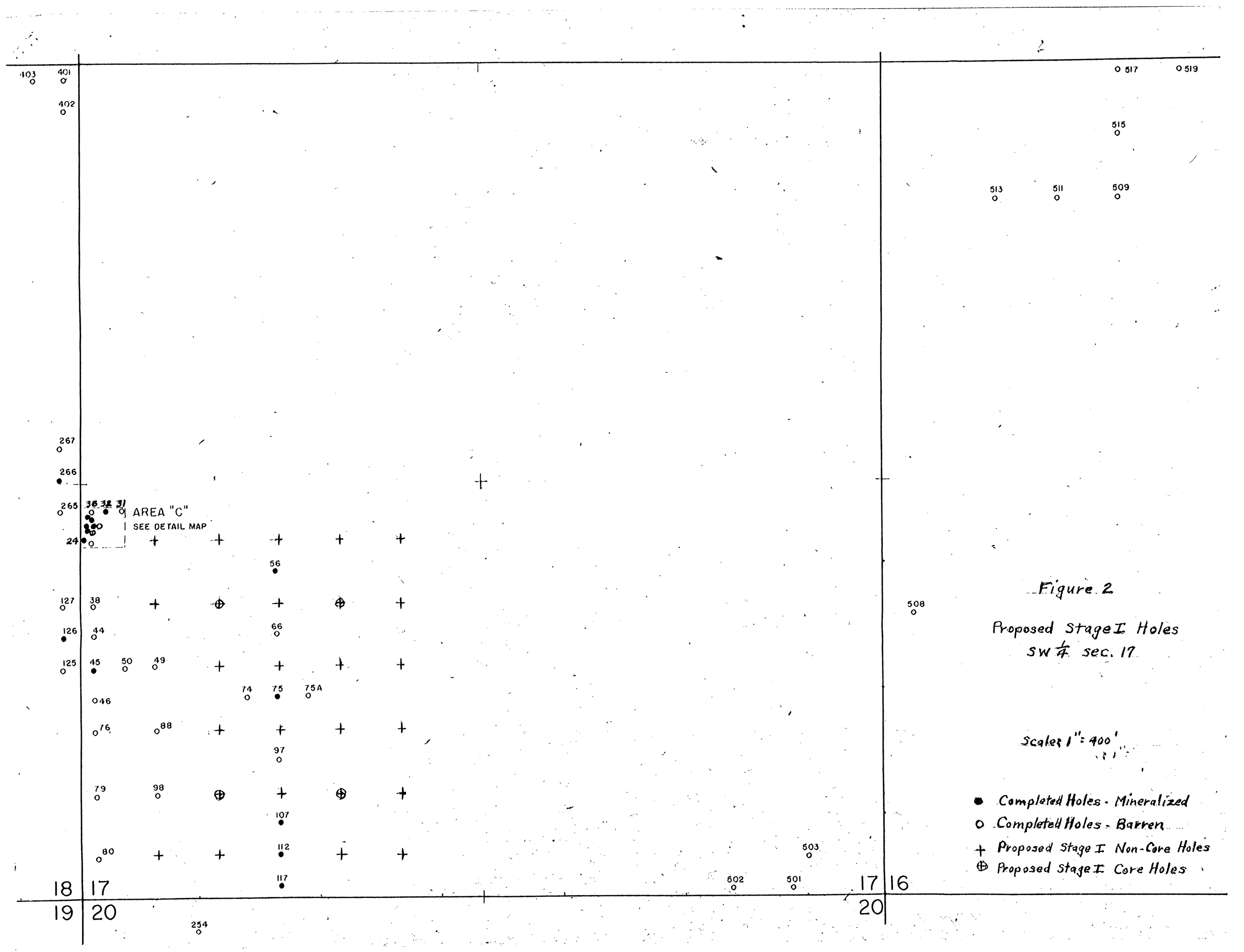
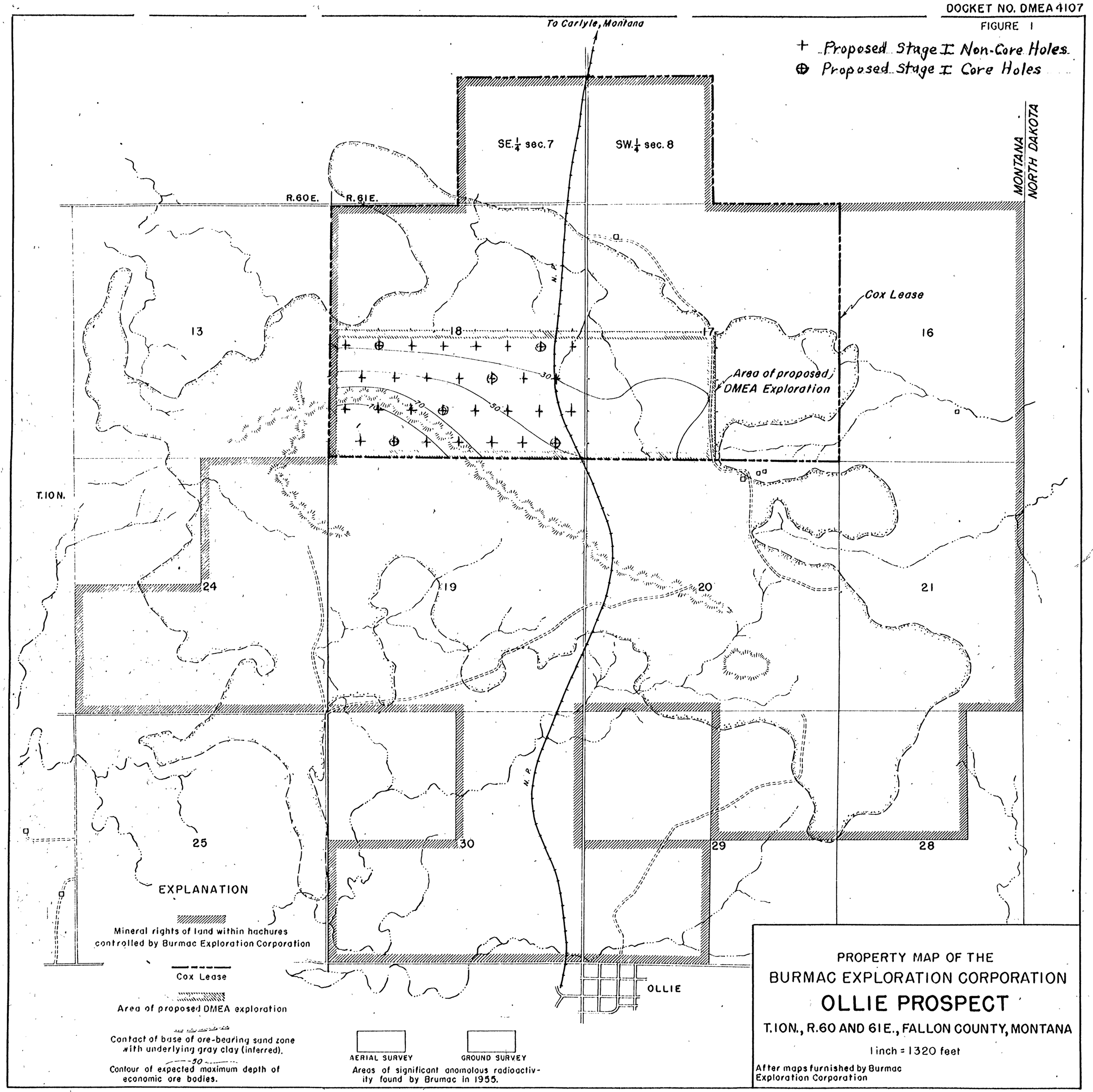


Figure 2

Proposed Stage I Holes
SW ¼ sec. 17

Scale: 1" = 400'

● Completed Holes - Mineralized
○ Completed Holes - Barren
+ Proposed Stage I Non-Core Holes
⊕ Proposed Stage I Core Holes


To Carlyle, Montana
+ Proposed Stage I Non-Core Holes
⊕ Proposed Stage I Core Holes
SE.¼ sec. 7
SW.¼ sec. 8
R.60E.
R.61E.
MONTANA
NORTH DAKOTA
Cox Lease
Area of proposed DMEA Exploration
T.10N.
13
18
17
16
24
19
20
21
25
30
29
28
30
50
70
N.P.
OLLIE
EXPLANATION
Mineral rights of land within hachures controlled by Burmac Exploration Corporation
Cox Lease
Area of proposed DMEA exploration
Contact of base of ore-bearing sand zone with underlying gray clay (inferred).
50
Contour of expected maximum depth of economic ore bodies.
AERIAL SURVEY
GROUND SURVEY
Areas of significant anomolous radioactivity found by Brumac in 1955.
PROPERTY MAP OF THE
BURMAC EXPLORATION CORPORATION
OLLIE PROSPECT
T.10N., R.60 AND 61E., FALLON COUNTY, MONTANA
1 inch = 1320 feet
After maps furnished by Burmac Exploration Corporation