MINING LEASE

THIS AGREEMENT, made and entered into this 5th day of December, 1974, by and between NORMAN E. WOOD, NONA S. WOOD (his wife), SHARON E. SCOW, MARIA G. WOOD, BARBARA ANN CABLE, and NORMAN E. WOOD, JR. hereinafter called Lessors, and P. J. CUTTING, hereinafter called Lessoe.

# WITNESSETH

Lessors are the owners of certain unpatented mining claims, subject only to the superior title of the United States government, situated in Humboldt National Forest, Grant Range, Nye and Lincoln Counties, State of Nevada, more particularly described on Exhibit "A," attached hereto and hereinafter referred to as the Premises.

This agreement will set forth all of the terms and conditions under which the Lessors grant to Lessee a mining lease of the Premises, for the purposes and for the term, hereinafter provided.

In consideration of the covenants and agreements hereinafter set forth, and of the sum of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above parties agree to the following:

#### SECTION 1. GRANT; TITLE

Lessors hereby grant, lease and demise the Premises unto Lessee, for the term and for the purposes hereinafter provided including, the surface and subsurface thereof, all ores, minerals and mineral rights, upon and under the Fremises, all interest of Lessors in all easements, licenses and rights-of-way hereinbefore reserved or granted in, upon or pertaining to the Premises.

The lessee warrants and represents that prior to his entering into the instant Lease with the Lessors, that he has had an

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opportunity to examine the Fremises being leased and the documents of title pertaining thereto, and agrees to notify the Lessors of any defects therein prior to December 15, 1974. Any defects not 4 so specified shall be waived. In the event that a defect is 5 specified, the Lessors shall use their best efforts to remedy the defect; however, any defect shall not be grounds for Lessee's termination of this Lease unless it is a substantial defect.

#### SECTION 2. TERM

10 This Lease is granted for an initial term of ten (10) years 11 from and after the date hereof, unless terminated in the manner 12 provided in this agreement. Lessee shall have the right, at its 18 election, to renew this Lease for second, third and fourth terms 24 of ten (10) years each, provided however that six (6) months pr to the expiration date of each ten (10) year Lease term Lessors 16 and Lessee shall renegotiate the production royalty payments to be paid unto Lessors by Lessee for the succeeding ten (10) year Lease term.

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### SECTION 3. PURPOSES

The purposes of this Lease are to grant to Lessee the exclusive right to enter into and upon the Premises, and each and every part thereof, so long as this Lease remains in effect, and to explore for, develor, mine, remove, leach in place, treat, produce, ship and sell, for his own account, all ores and minerals which may be found therein or thereon.

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#### SECTION 4. DEFINITIONS

The following words and terms wherever used in this Lease are defined as follows:

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a. "Ore" shall mean materials mined or extracted from the Premises which is processed for the recovery of minerals or is sold to a purchaser

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who purchases and pays for such material because of its mineral content.

- "Minerals" shall mean all minerals or substances of every nature and character whatsoever now known or that may be subsequently discovered or subsequently classified as minerals, whether or not at the time of the execution of this Lease any particular minerals under general construction were generally considered as minerals, and whether or not at the time of the execution of this Lease any mineral was given any commercial consideration in connection with land values.
- c. "Waste" shall mean earth, rock or material mined or removed from place in the Premises during the term of this Lease, but which is not ore as defined above.
- d. "Products" shall mean the following:
  - all ore mined or removed from place in the Premises and shipped and sold by the Lessee prior to treatment, and
  - all concentrates, precipitates, and mill products produced by or for Lessee from ore mined or removed from place in the Premises, or from ore leached in place in the Premises.
- "Advance royalty" shall mean any royalty or any part thereof paid to Lessors which is not production royalty.
- "Production royalty" shall mean royalties paid in respect of ores, minerals and concentrates shipped from the Premises in accordance with Section 6 hereof.

#### SECTION 5. MINIMUM ROYALTY

Commencing July 1, 1976 and during the remainder of the period that the Lease remains in effect. Lessee shall pay Lessors 25 royalties of at least \$150,000 during each twelve month period beginning July 1 of each year (the "Period"). Further, to the extent that the aggregate of minimum and production royalties paid by the end of each successive three month segment (a "Quarter") of any Period are less than a corresponding pro-rata portion of \$150,000, then on or prior to the last day of such Quarter, Lessee shall pay to Lessor an advance royalty in the amount that such

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corresponding pro-rata portion of \$150,000 exceeds the aggregate of the minimum and production royalty paid theretofore in such Period.

If this Lease should terminate on other than the last day of any Period for any reason, then the minimum royalty to be paid for such Period shall be the amount equal to that which is in the same proportion to \$150,000 as that portion of such Period during which this Lease is in effect, bears to the entire such Period.

The sum of all advance royalties paid to Lessors under this Lease shall be available to offset production royalties payable by Lessee to the extent of thirty (30) per cent of such production royalties in any one Period, and until the aggregate of all advance royalties have been so applied. However, Lessee may not so offset to the extent that such an offset reduces the royalties paid in any Period to less than \$150,000.

## SECTION 6. PRODUCTION ROYALTY

During the first three years of this initial Lease term, Lessee shall pay unto Lessors a production royalty of twelve and one-half (12½) per cent of the gross selling price. During the remaining seven (7) years of this Lease term beginning December 5, 1977, Lessee shall pay unto Lessors fifteen (15) per cent of the gross selling price of all ores, minerals and concentrates shipped from the Premises during the term hereof and sold or processed by or for the Lessee. For the purposes of this Lease, the gross selling price shall be the average price per ton for the grade of material shipped as quoted in the E. & M. J., a monthly McGraw-Hill publication for the month in which the ores, minerals, and concentrates are shipped. In the event that the prices are not listed in the E. & M. J., then the parties shall designate by mutual agreement an alternative method of pricing. In determining the gross selling price, only the quoted price shall be used, and no deduction shall

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be made for loading, handling, processing, producing, mining, overhead of transportation costs at the mine or from the mine to the point of delivery to the purchaser.

#### SECTION 7. ROYALTY, TIME AND MANNER OF PAYMENT

Production royalties shall be paid not later than the fifteenth of the month following the month in which payment is received by the Lessee. In the event that ore is removed from the Premises which is not sold within thirty (30) days, the production royalty shall be payable on said ore, whether milled or not, within two (2) years of its removal from the Premises.

At the time of making each such payment, Lessee shall deliver to Lessors a statement showing the amount of such royalty and the manner in which it was determined, and shall submit to Lessors data reasonably necessary to enable Lessors to verify the determination.

The royalties to be paid by Lessee hereunder are based upon the entire undivided interest in, and title to, all of the Premises as described above, and shall be divided among Lessors, and by Lessors, as their several interests shall appear.

All payments to be made by Lessee to Lessors hereunder may be made by Lessee's check or draft mailed or delivered to Lessors, at Lessors' address as specified in Section 19 hereof, or for the account of Lessors at such bank or banks or elsewhere, in one of the United States, as Lessors may designate from time to time by written notice to Lessee. Such bank or banks shall be deemed the agent of Lessors for the purpose of receiving, collecting and receipting for such payments.

#### SECTION 8. OPERATING PROVISIONS

All work performed upon or within the leased Premises shall be conducted with diligence in a workmanlike and minerlike manner, in accordance with good mining practice, permitting no waste, so

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as to take out the greatest amount of ore possible with due regard to the development and preservation of the Premises as a workable mining property, be it open cut or underground. Any and all of insufficient grade and value to be economically processed shall be stockpiled on the Premises.

It is agreed that as long as ores of sufficient grade and value are available for mining on the Premises, Lessee will blend the ores, drawing ore from the various deposits to maintain at the milheads, ore of the lowest grade economically possible to mill. However, the Lessee shall not mix any ore or mineral derived from the Premises with any ore or mineral mined elsewhere, and shall mine the Premises separately, and not in conjunction with any other property.

Lessee shall make such provision for the disposal of waste,
refuse and water from or upon the Premises, that the same shall not
be a nuisance or injure the property of Lessors or of others, and
shall not obstruct or contaminate any stream or obstruct any rightof-way or other means of transportation or travel upon the lands of
Lessors or others. In the event that it becomes necessary for Lessee
to encroach upon any roadways existing upon the Premises, Lessee
shall, prior to such encroachment, prepare a suitable alternate road
and shall hold Lessors harmless from any damage or expense caused by
the moving of any such road or passageway. In that event, Lessee
shall cause to be made in duplicate, accurate maps of the leased
Premises and shall furnish one copy of the map to Lessors.

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### 27 SECTION 9. BOOKS AND RECORDS

Lessee shall, at all times, keep and maintain full, true
correct and adequate books of account and records of Lessee's operation on the leased Premises, which shall show the amount of ore
streated from said Premises, the amount of ore shipped, sold or
treated, and said books and records shall be open for the inspection

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or audit of Lessors, or their agents, at all reasonable times to and including one (1) year following the termination of this Lease.

Lessors expressly reserve the right, at Lessors' option and expense, to maintain an agent on the leased Premises for the purpose of checking all production, and if Lessors elect to do so. Lessee agrees to allow Lessors or their agents to check, inspect and keep account of all minerals produced from said property.

Lessee will split all cores and samples of ore taken and will furnish one-half (1/2) of each sample to the Lessors.

Upon termination of this Lease and once each year during the term hereof, Lessee shall deliver to Lessors a report on all exploration conducted by Lessee on the Premises. This report shall show the location of all such exploration work, the results thereof, the character of any one encountered, and Lessee's analysis of such ore.

#### SECTION 10. LESSORS' LIEN

Lessors shall at all times have, possess, and hold a lien upon all ore and product mined from the Premises and shipped therefrom, but not sold to a bonafide purchaser, and upon all improvements placed upon the Premises by Lessee, as security for any unpaid belance of money due hereunder and as security for performance by the Lessee of each and all of Lessee's covenants hereunder. This lien may be enforced against any such property in a like manner as liens conferred by chattel mortgages, or as any other lien or security may be enforced under the laws of the State of Nevada. Nothing contained herein however, is intended or shall be construed to prevent the sale, shipment or removal of ore or of product in the usual course of business, nor to prevent the removal of tools, machinery, equipment or other property at any time when Lessee is not in default. This lien shall not apply to ore or product sold to third parties, but only to the proceeds thereof.

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#### SECTION 11. ANNUAL ASSESSMENT WORK

During the continuance of this Lease, Lessee agrees to set and maintain all posts, using the service of a mineral surveyor. if necessary, to establish the lines and post locations, and do everything necessary to maintain all claims in good standing in the name of the Lessors. Lessee shall perform all annual assessment work required by law to hold the unpatented claims for each assessment year, as defined by statute, within the period beginning upon the date hereof and ending upon the date upon which this agreement expires or terminates for any reason; it is provided, 11 however, that if this agreement expires or is terminated on or before the first (1st) day of May in any such assessment year, Lessee shall have no obligation to perform such assessment work 14 for such assessment year thereafter.

If this agreement expires or is terminated after the first (1st) day of May in any assessment year, Lessee shall have the obligation to do the assessment work, as herein provided for that assessment vear.

Lessee shall prepare and record, for and on behalf of Lessors, 20 an affidavit of labor and improvements during each assessment year, for which the Lessee performs the above assessment work, which af-22 fidavit shall be prepared and recorded as required by the statutes of the State of Nevada, and a copy of said affidavit shall be de-24 livered to the Lessors at their address for notice provided herein, by the first\_(1st) day of August of each calendar year.

The assessment work to be performed by Lessee hereunder may consist of only those forms of work which are accepted as assessment work, and are of value of at least the amount then required by the applicable statute or government regulation.

#### SECTION 12. BOUNDARY INTERESTS

All mining claims, or interests therein, any part or parts of which are within five miles of the nearest boundary of the claims Ne

described in Exhibit "A" hereto, and title to which is acquired by Lessee or Lessors, shall be acquired in the name of Lessors and automatically become a part of the claims which are subject to this agreement, including the provisions as to payment of royalty, and shall become the property of the Lessors upon termination of this Lease. Provided however, the provisions of this Section 12 shall not apply to any properties acquired for the purpose of constructing a mill thereon or in connection with the operation thereof, including road, power and water line right-of-ways, and waste disposal areas.

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#### SECTION 13. TAXES

Lessee shall pay promptly before delinquency, except those 13 14 which Lessee is contesting in good faith, all taxes and assessments, general, special, ordinary, and extraordinary that may be levied 16 or assessed during the term of this Lease upon the Premises, and upon all ore and product therefrom. All such taxes for the year in 18 which this Lease is executed, and the year in which this Lease is 19 terminated, shall be pro-rated between Lessors and Lessee. Lessee 20 shall not permit or suffer the Premises or any part thereof to be 21 conveyed, or title lost to Lessors, as the result of nonpayment 22 of such taxes or assessments. Lessee shall furnish to Lessors 25 duplicate receipts for all such taxes and assessments when paid. 24 Lessee shall be liable for all taxes, including bullion tax, payable as the result of the mining operations and the income 26 derived therefrom, except for the personal state and federal income 27 tax of the Lessors on the royalty payment hereunder.

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#### 29 SECTION 14 MECHANICS OR MATERIALMENS LIENS

All expenses related to mining operations, hauling and marketing shall be paid by Lessee, and said expenses shall be so paid that no liens or other encumbrances shall be placed upon the Premises for

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labor, materials, taxes or for any other reason whatsoever, except in respect of expenses which Lessee is contesting in good faith.

#### SECTION 15. LIABILITY INSURANCE; INDEMNITY

It is specifically agreed by the parties hereto that the Lessors shall not be liable to third parties or employees or agents of the Lessee for the activities of the Lessee or his successors on the Premises during the term hereof, and sufficient notice of this shall be posted on the property, and filed in the appropriate offices in the State of Nevada by the Lessee.

Prior to commencement of operations hereunder, Lessee shall obtain all workmen's compensation insurance, liability insurance, and policies of insurance against fire and other risks for which insurance is customarily obtained in similar mining operations.

All such insurance shall be maintained by Lessee at its own expense throughout the duration of this Lease, and whenever Lessors reasonably so request, Lessee shall furnish to Lessors evidence that such insurance is being maintained.

Lessee covenants and agrees, to indemnify and save harmless
Lessors from and against any and all liability, claims and causes
of action for injury to, or death of, persons, and damage to, or
loss or destruction of property, resulting from its use or
occupancy of the Premises or its operations hereunder.

#### SECTION 16. FORCE MAJEURE

Lessee shall not be liable for failure to perform any of its obligations hereunder during periods in which performance is prevented by any cause reasonably beyond Lessee's control, which causes hereinafter are called "force majeure." For purposes of this agreement, the term "force majeure" shall include, but shall not be limited to, fires, floods, windstorms, and other damage from the elements, strikes, riots, actions of government authority, acts of

1 God and acts of the public enemy. Lessee shall notify Lessors of the beginning and ending date of each such period under this paragraph.

#### 4 SECTION 17. DEFAULT

In the event of any default by Lessee in the performance of 6 his obligations under this agreement, and if such default remains uncorrected for a period of thirty (30) days after receipt by Lessee 8 of written notice from Lessors specifying the default, this agree-9 ment is terminated by Lessors subject to Lessee's right to remove 10 its property and equipment from the claims as hereinafter provided. 11 Lessors shall have no right to terminate this agreement except as 18 set forth in this paragraph. Except for the recovery of any royal-13 ties then owing, termination shall be Lessors exclusive remedy in the event of default.

In the event of termination under the provisions of this para-15 graph, Lessee shall have a period of ninety (90) days from and 16 17 after the effective date of termination in which to remove from 18 the Premises all of its machinery, building, structures, facilities, equipment and other property of every nature and description, 20 erected or placed or situated thereon, except supports placed in shafts, drifts or openings in the claims, and any ore or product, 22 upon which royalty has not been paid. Any property of the Lessee not so removed at the end of said ninety (90) day period shall be-24 come the property of the Lessors.

In the event this Lease is terminated as provided in this 26 paragraph, Lessee shall execute an instrument relinquishing, re-27 leasing, abandoning and conveying any and all interest it way have in said Premises, ores and products to the Lessors, said instrument to be acknowledged and entitled to be recorded.

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## SECTION 18. DISPUTES NOT TO INTERRUPT OPERATION

Subject to the above right of Lessors to terminate this

agreement, disputes or differences between the parties hereto shall not interrupt performance of this agreement or the continuation of operations hereunder. In the event of any dispute or difference. operations may be continued, and settlements and payments may be made hereunder, in the same manner as prior to such dispute or 6 difference, until the matters in dispute have been finally determined between the parties, and thereupon such payments or restitutions shall be made as may be required under the terms of the settlement or final determination of the dispute.

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#### SECTION 19. NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given upon delivering 14 the same to the party to be notified, or upon mailing the notice, 15 by prepaid registered or certified mail, return receipt requested, to the party to be notified, at the address hereinafter set forth, respectively, or such other address within the United States of America as the party to be notified may have designated prior thereto by notice to the other given in accordance with this Section.

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If to Lessee:

If to Lessors:

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Routine or regular reports and statements hereunder may be sent by regular mail addressed as above. If, after the propermailing thereof, any such reports and statements are not received when due, the addressee will notify Lessee in accordance with the above provisions for notice, and Lessee shall have a reasonable time to secure the delivery of the statement or report, or duplicate thereof, without being in default hereunder.

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#### SECTION 20. COMPLIANCE WITH LAW

Lessee agrees to observe and comply with all applicable laws and regulations now in effect, or which may be enacted during the term of this Lease, by any municipal, county, state or federal authority having jurisdiction.

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#### SECTION 21. LEASE NON-ASSIGNABLE; EXCEPTION

It is agreed that Lessee herein shall not assign, sell, or sublet this Lease to any third parties or any subsidiary without written consent of the Lessors, which consent will not be unreasonably withheld, except that it is specifically agreed that the Lessee may assign the Lease to a corporation or partnership formed for mining the properties in exchange for stock in the corporation or a partnership interest in the partnership. Any such assignee will be bound by all the terms of the Lexue.

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#### SECTION 22. ATTORNEYS' FEES

In the event any suit or action is instituted to enforce any of the provisions of this agreement, the prevailing party in said suit or action shall be entitled to recover its reasonable costs and attorneys' fees.

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#### SECTION 23. TIME OF THE ESSENCE

The parties hereto recognize that time is of the essence in the performance of this Lease. Furthermore, the parties hereto recognize and agree that economic production and sale of ore and minerals from the Premises is dependent upon the availability of mill and treatment facilities. Accordingly, Lessee agrees that as a condition of this Lease he shall undertake to cause the purchase and construction of mill and treatment facilities for the processing of ore and minerals mined from the Premises.

#### SECTION 24. MILLING PROCESS

It is specifically understood and agreed that all ore and minerals removed from the Premises shall be milled and processed by flotation or such other process which is appropriate to the ore or mineral being milled and which is consistent with maintaining the maximum return from all ores mined and processed.

#### MISCELLANEOUS PROVISIONS

All of the covenants, provisions and conditions of this agreement, including the obligation to make royalty payments as required hereunder, shall run with the land and inure to the benefit of 12 and be binding upon the parties hereto.

This Lease, and the rights and obligations of the parties hereunder, shall be governed by the law of the State of Montana, so far as the construction of the agreement is concerned, and by the law of the State of Nevada as to the interests in real property created hereunder.

Section headings in this agreement are for convenience only, and shall not be considered part of this agreement, or used in its interpretation.

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ne IN WITNEESS WHEREOF, the parties hereto have executed this agreement, consisting of seventeen (17) typewritten pages in two (2) duplicate counterparts, all as of the day and year first above written. LESSORS: 10 11 12 15 STATE OF NEVADA County of CLARK 14 On this 21st day of December, 1974, before me, 15 , a Notary Public for the State of 18 Nevada, personally appeared NORMAN E. WOOD, NONA S. WOOD and P. J. CUTTING, known to me to be the persons whose names are 18 subscribed to the within instrument and acknowledged to me that they executed the same. 20 IN WITNESS WHEREOF, I have hereunto subscribed my name and 21 affixed my Notarial Seal the day and year in this certificate 22 23 first above written. 24 lotary Public - State of Nevada Clark County of Nevada 25 Residing at Mesquite, Nevada EUGENIA HUGHES for Communicion Repires July 24, 1977 My Commission expires 26 27 88 29

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STATE OF UTAH ) County of UTAH ) On this 24th day of December , 1974, before me, a Notary Public for the State of Utah, personally appeared SHARON E. SCOW and BARBARA ANNE CABLE, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal the day and year in this certificate 10 11 first above written. 18 Notary Public for the State of 15 Residing at Springville, Utah 14 My Commission expires 7-16-78 15 STATE OF MONTANA 16 17 County of Gallatin ) On this 30th day of December, 1974, before me, 18 19 RUDY C. YOGEL , a Notary Public for the State of 20 Montana, personally appeared NORMAN E. WOOD, JR., known to me to be the person whose name is subscribed to the within instru-21 22 ment and acknowledged to me that he executed the same. 23 IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal the day and year in this certificate 24 first above written. 26 Notary Public for the State of Montana Residing at Hozeman, Montana My Commission expires December 27, 1975 20 80

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STATE OF U a Notary Public for the State 1000, personally appeared MARIA G. WOOD, known to me to be the person whose name is subscribed to the within. instrument, and acknowledged to me that she executed the same. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal the day and year in this certificate first above written. 11 12 15 My Commission expir 56273 14 FILED AND RECORDED AT REQUEST OF Jeffery Zucker 15 Feb. 24, 1975 16 AT 1 MINUTES PAST 9 O'CLOCK 17 M IN BOOK 13 OF SHICIAL RECORDS, PAGE 466-488 LINCOLN 18 COUNTY, NEVADA. 19 80 21 22 23 24 25 26 27 28 20 80 51

# EXHIBIT "A"

Mammoth Group		-
		-
Sawmill Canyon		
Nye County	Mammoth	#11100
	Mammoth #1	#11101
•	Mammoth #2	#32956
_	Hamaoth #2	
Cortez Group	/	
South Cottonwood		
Nye County		*10722
	El Cortez	#10372
बाह्मक	Cortex Extension	<b>#10373</b>
	Cortez #1	#32955
Tank Basin		The state of the s
Lincoln County		N
	Lucky Day	#34515
Emerald Group		. \
Lincoln County		X 1
	Emerald	¥ 34736
•	Emerald #1	#28269·
•	Emerald #3	#37012
Bunkaria Carrie	Eulerard . P	17-
Sunbeam Group	. \	- / · · / ·
Lincoln County	Sunbeam	#28271
•		128270
	Half Moon	*Z8Z/U
Shannon Queen		
Barton Creek		
Lincoln County		/i
	Shannon Queen	#34737
Spar Group		N
Pine Creek		N
Nye County		
11,0 400111)	Spar	#3820
/ /	Spar #1	#3321
	Jackpot	#17102
	Jumbo	#10373
	Rocket	#11104
\	The state of the s	<b>#19283</b>
\	Apex	#19284
\ \	Apex v#1	
\ \	Horseshoe	P11103
\ \	Horseshoe #1	#29720
/ /	Horseshoe #2	#23954
	Horseshoe #3	#45630
1	Horseshoe #4	F45631
	Horseshoe 53	#45632
1	Horseshoe #6	#45633
	Horseshoe #7	#10538
***************************************	Horseshoe #8	#16559
-	Sugar Hill	#32953
	Meadow	129726
	Meadow #1	#29727
^-	Meadow #2	£29728
Crystal Group		
Cherry Creek Area		
Nun County		
Nye Coun <b>ty</b>	Crystal	79285
/ /		#9286
/ /		#11107
/ /	Ronanza	<b>₩11107</b> <b>₩2972</b> Z
	Bonanza *1	
	Bananza #2	#29725 #20724
	8 onanza *3	<b>*29724</b>
	Bohanza #4	<b>#1972</b> 5

Snowball #11105
Valley View #11108
Valley View #1 #29730
Pay Day #11106
White Cloud #27620
White Cloud #1 #27621
Liberty Bell #11109

When recorded, return to:

Jeffrey Zucker, Esq. Lionel Sawyer Collins & Wartman 302 East Carson Avenue, Suite 800 Las Vegas, Nevada 89101