

POWER OF ATTORNEY

THIS POWER OF ATTORNEY made and effective as of the 4th day of March, 1975, between NORTH TEMPIUTE MINING AND DEVELOPMENT COMPANY, a Nevada corporation ("NORTH TEMPIUTE"), principal, and UNION CARBIDE CORPORATION, a New York corporation ("UNION CARBIDE"), attorney-in-fact;

WITNESSETH:

RECITALS:

1. NORTH TEMPIUTE, as Lessor, and CECIL P. HANSEN and CLEONE B. HANSEN and GEORGE W. WORTLEY and DOROTHY D. WORTLEY, as Lessees, are parties to that certain Lease dated September 19, 1969, and recorded on September 22, 1969, in Book R, Miscellaneous, Page 204, in the Recorder's Office, Lincoln County, Nevada, the subject of which is those certain unpatented mining claims situate in the Tempiute Mining District, Lincoln County, Nevada, together with all dips, spurs, angles and extralateral rights lawfully thereto incident, said official record being hereby by reference incorporated herein.

2. On the 20th day of September, 1969, said Lessees, and each of them, assigned to UNION CARBIDE all of their right, title and interest in, to and under the Lease mentioned in Recital 1.

3. On June 23, 1971, UNION CARBIDE reconveyed to NORTH TEMPIUTE certain of the mining claims included in the Lease mentioned in Recital 1. This reconveyance was ac-

LAW OFFICES
EARL M. HILL, CHARTERED
POST OFFICE BOX 8780
RENO, NEVADA 89505

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1 completed via a Quitclaim Deed dated June 23, 1971, and re-
2 corded in Book 3, Official Records, Page 158, in the Office of
3 the Recorder of Lincoln County, State of Nevada. Those claims
4 not included in the reconveyance just mentioned, and which re-
5 main the subject of the Lease mentioned in Recital 1 are here-
6 inafter referred to as "the subject claims."

7 4. UNION CARBIDE, as Assignee of the leasehold in-
8 terest, is in the process of exploring and developing the
9 subject claims, and has commenced a major project (hereinafter
10 "the project") in Lincoln County, Nevada, whereby to develop
11 and operate the claims.

12 5. The best interests of both parties will be
13 served by application to the United States of America for min-
14 eral patent to such of the claims as may be patented, and for
15 patent to such other ground as UNION CARBIDE may require for
16 mining and millsite purposes.

17 6. Certain of the unpatented subject claims, although
18 once valuable for their mineral content, may now be nonmineral
19 in character, due to depletion of their mineral deposits. Some
20 of the surface of such depleted claims may be necessary to the
21 project for mining and milling purposes.

22 NOW, THEREFORE, in consideration of their mutual
23 undertakings herein, the parties hereby agree as follows:

24 SECTION 1. POWER OF ATTORNEY

25 NORTH TEMPIUTE shall, and it does hereby constitute
26 UNION CARBIDE, its officers, designated employees and attorneys,
27 their true and lawful attorneys-in-fact in their name, place
28 and stead, and for their use and benefit,
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- (1) To locate additional lode, placer or millsite claims, or fractional claims, in the vicinity of the subject claims, at UNION CARBIDE'S sole option and expense, and in the manner and to the extent UNION CARBIDE deems proper or expedient.
- (2) To amend, relocate, or abandon such of the subject claims as UNION CARBIDE, in its judgment, deems necessary or expedient in furtherance of the project.
- (3) To make application, prosecute and obtain patents for the subject claims, or any of them, or for newly located claims and/or claims amended or relocated in NORTH TEMPIUTE'S name.
- (4) To reappropriate via millsite claims such nonmineral ground formerly covered by mineral claims (since abandoned) in the manner and to the extent deemed necessary, proper or expedient by UNION CARBIDE, and to apply for patents therefore in UNION CARBIDE'S name.

SECTION 2. NEW LOCATIONS IN UNION CARBIDE'S NAME

Nothing herein shall be construed to prevent UNION CARBIDE from acquiring lode, placer or millsite claims from third parties or on unappropriated public domain in its own name, and for its own uses and purposes, in the Tempiute Mining District, Lincoln County, Nevada.

SECTION 3. ROYALTY PROVISIONS NOT AFFECTED

If UNION CARBIDE relocates in its own name any of the ground presently covered by the subject claims, or any part

1 thereof, the royalty provisions of the Lease mentioned in Re-
2 cital 1 shall nevertheless continue to be applicable with re-
3 spect to any minerals produced from such ground.

4 SECTION 4. NONLIABILITY; PATENT APPLICATION REJECTION; CONTEST

5 NORTH TEMPIUTE agrees that UNION CARBIDE shall have
6 no responsibility, liability or obligation to NORTH TEMPIUTE,
7 in the event that patent is not issued upon any patent applica-
8 tion made pursuant hereto, or in the event that any claim or
9 claims are canceled in whole or in part, by virtue of rejection
10 of any such patent application, or by reason contest proceed-
11 ings initiated by the United States or by third parties.

12 IN WITNESS WHEREOF, the parties hereto have executed
13 this Power of Attorney as of the day and year first above
14 written.

15
16 NORTH TEMPIUTE MINING AND
17 DEVELOPMENT COMPANY,
18 A Nevada Corporation


19 By Jack Schofield
20 President

21 ATTEST:

22 James W. Schofield
23 Secretary

24 STATE OF)
25) SS.
26 COUNTY OF)

27 On this 3/31 day of MARCH, 1975,
28 personally appeared before me, a Notary Public, Jack Schofield
AND JAMES W. SCHOFIELD, who acknowledged that they executed
the above instrument.

29  NOTARY PUBLIC - STATE OF NEVADA
30 DAVID R. VLAMING
My Commission Expires Jan. 30, 1978

31 David R. Vlaming
Notary Public

32 No. 56513
FILED AND RECORDED AT REQUEST OF
Earl H. Hill
April 21, 1975
AT 55 MINUTES PAST 1 O'CLOCK
LINCOLN COUNTY, NEVADA, RECORDS