ASSIGNMENT OF INTEREST IN CASELTON WATER RIGHTS

KNOW ALL PERSONS BY THESE PRESENTS:

That W. LAMONTE ROBISON, as trustee of the estate of Combined Metals Reduction Company, debtor in Chapter X Bankruptcy proceedings in the United States District Court for the District of Nevada, assignor, for Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, assigns to PATRICK HARRISON AND COMPANY, LTD., a Dominion of Canada Corporation, and ST. PATRICK MINING CO., INC., a Deleware corporation, assignees, all of the debtor's right, title and interest in and to a certain "Agreement for Use of Water" dated August 31, 1976 between W. LaMonte Robison, as trustee of Combined Metals Reduction Company and Kerr-McGee Corporation concerning the use of water from the Caselton Mine for operation of the Caselton Mill, said mine and mill being situated in Lincoln County, Nevada, and a copy of which is attached hereto as an exhibit.

This assignment is expressly conditioned upon the faithful performance of that certain lease agreement by and between the parties hereto, dated August 8, 1973, and describing said Caselton Mill and related properties, and as modified and amended by that certain agreement of August 30, 1976. Upon the termination, by cancellation or otherwise, of said lease agreement, as modified, this assignment shall terminate and be of no further force and effect, and all rights assigned hereunder shall revert to the assignor.

TO HAVE AND TO HOLD the same unto the assignees, their successors and assigns forever.

IN WITNESS WHEREOF the assignor has hereunto set his hand this 27 day of September, 1976.

W. LaMonte Robison
Trustee for Combined Metals
Reduction Company

STATE OF UTAH) :88.
COUNTY OF SALT LAKE)

On the _____ day of September, 1976, personally appeared before me W. LaMonte Robison, as trustee, the signor of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC residing at Salt Lake County, Utah

My Commission Expires:

7-26 78

St. Patrick Mining Company, Inc. and Patrick Harrison & Company Ltd. hereby assign and grant unto The Bunker Hill Company all their right, title and interest in the Agreement for Use of Water attached hereto and dated August 31, 1976 which Agreement was assigned to them by W. Lamonte Robison, as trustee of the estate of Combined Metals Reduction Company by Assignment of Interest in Caselton Water Rights dated September 27, 1976.

ST. PATRICK MINING COMPANY, INC.

Per: Openie Ano

President

PATRICK HARRISON & COMPANY LTD.

Per:

Vice-President

PROVINCE OF ONTARIO) ss.

JUDICIAL DISTRICT)
OF YORK)

On this day of October, 1976, before me, the undersigned, a Notary Public in and for the Province of Ontario, personally appeared Gerald Harrison, known to me to be the President of St. Patrick Mining Company, Inc., the corporation that executed the within Instrument, and acknowledged to me that he executed the same for and on behalf of the said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

Notary Public in and for the Province of Optario. My Commission is for Life PROVINCE OF ONTARIO) ss.

JUDICIAL DISTRICT)

OF YORK)

On this day of October, 1976, before me, the undersigned, a Notary Public in and for the Province of Ontario, personally appeared Gerald Harrison, known to me to be the Vice-President of Patrick Harrison & Company Ltd. the corporation that executed the within Instrument, and acknowledged to me that he executed the same for and on behalf of the said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

Notary Public in and for the Province of Intario. My Commission is for Life

EXHIBIT A

AGREEMENT FOR USE OF WATER

1 KERR-McGEE CORPORATION ("KERR-McGEE"), as owner of the Caselton Mine, and W. LaMONTE ROBISON as Trustee of COMBINED METALS REDUCTION COMPANY ("CMR"), as owner of the Caselton Mill, hereby make the following agreement for use of water from the mine for operation of the mill:

1. When KERR-McGEE is not operating the Caselton Mine and has no other water requirements in the Pioche area, CMR may at its own expense pump and use any available quantity of water from the Caselton Mine.

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2. When KERR-McGEE is operating the Caselton Mine, or when KERR-McGEE has use for any water from the mine, one-half the available water may be used by CMR; provided, however, CMR shall not be entitled to receive in excess of 2,000 gallons per minute of water unless KERR-McGEE is not using such excess, in which case CMR may use the excess, or if KERR-McGEE is not using its full one-half share, CMR may use the unused portion.

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- 3. When CMR is pumping water from the Caselton Mine, all such pumping will be done in accordance with accepted pumping practices with due consideration given to the protection of all existing installations, the mine and the equipment. CMR will be responsible for all costs, and will maintain the pumps and pipes and related equipment in good condition and repair.
- 4. When KERR-McGEE is operating the Caselton Mine, or whenever KERR-McGEE desires to do so, it may assume control of the pumping. In such event, KERR-McGEE will charge CMR a
- pumping charge equal to KERR-McGEE's actual cost, in proportion to the amount of water delivered to CMR and that used by KERR-McGEE.
- Such charge shall include operating and maintenance costs plus depreciation for equipment used.
- 5. CMR's rights under this agreement shall extend to all such rights as it may reasonably require to procure and transport the water for the operation of the mill.
- 6. CMR's rights under this agreement may be transferred only as an appurtenance to the Caselton Mill, and shall not be transferrable or useable for any purposes other than mill and incidental purposes. If and when mill operations are permanently stopped or

7. CMR and its successors in interest shall not file for or seek to assert any water rights in respect to water from the Caselton Mine other than as provided in this agreement. 8. CMR and its successors in interest shall indemnify and hold KERR-McGEE harmless from any and all claims and liabilities, including costs, expenses, and reasonable attorney's fees, in any way arising from CMR's activites, or use or occupancy of KERR-McGEE's premises. CMR and its successors in interest shall, at its own expense, maintain a policy of comprehensive liability insurance for the above purposes, naming KERR-McGEE as a co-insured, including property damage, and with minimum limits of at least \$500,000. 9. This agreement shall bind the successors and assigns of the parties. 8 DATED, August 31, 1976. 9 10 \mathbf{n} W. LaMonte Robison, Trustee of Combined Metals Reduction Company 12 13 KERR-McGEE CORPORATION 14 15 58723 16 Vice President. FILED AND RECEIVED AT REQUEST OF KOBERT MARSHALL 17 NOV. 8. 1976 MIND'ES PAST O'CLOCK 18 L M IN BOOK 18 OF OFFICIAL RECORDS, PAGE 53 4 19 COUNTY, NEVADA .20 COUNTY RECORDER 22

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