POOR LEGIBILITY

ONE OR MORE PAGES IN THIS DOCUMENT ARE DIFFICULT TO READ
DUE TO THE QUALITY OF THE ORIGINAL

A.D. 1863. at 28 minutes past 11 O'clock A.M. by A. W. Russell recorder of Lyon County Nevada Territory

AR0031

SFUND RECORDS CTR
3417-00082

A-725 Deeds

SFUND RECORDS CTR
88202306

District Court of the Third Judicial District Territory of Nevada

Elnathan B. Goddard, William J. Bryan, Ira R. Rankin & C. P. Patterson doing business under the firm name of Goddard & Company

vs.

The Eastern Slope Mill & Mining Company

I, Gorham H. Moore Sheriff of the County of Lyon in the Territory of Nevada, do hereby certify that under and by virtue of an order issued out of the District Court of the third Judicial District in & for the County of Lyon Territory of Nevada in the action of E. B. Goddard & others — against the Eastern Slope Mill & Mining Company duly attested the Fifteenth day of August A.D. Eighteen Hundred & Sixty two [illegible] sheriff duly directed & delivered whereby I was commanded on failure of the Defendants in the above action to pay the amount of Judgment in the same rendered against them, to levy & sell the property of the said defendants within the said County of Lyon in satisfaction of said debt according to law, and to apply the proceeds to the satisfaction of the said debt & judgment amounting to the sum of Two thousand Eight Hundred & Sixty five dollars & sixty one, and costs of suit amounting to the sum of

[illegible] per cent per month from the first day of December A.D. eighteen hundred

Twenty one 35/100 cents accruing $1.75 Sheriff's costs $6.60. and thereupon on the tenth day of September A.D. Eighteen hundred & Sixty two I duly levied upon all that certain mill property known as the Eastern Slope Quartz mill situated on Gold Canon in Lyon County N.T. together with all out buildings lands & water power belonging or in any wise appertaining to the same, and on the Tenth day of September A.D. Eighteen hundred & Sixty two at One, O'clock P.M. upon the premises after due legal notice I duly sold the said property at public auction according to law and after due & legal notice to S. W. North Attorney for the Plantiff who made the highest & best bid therefore at said sale at the sum of Twenty Eight hundred & Eighty eight Dollars & fifty cents, which was the whole price paid & I thereupon sold to E. B. Goddard one of the firm of Goddard & Company the following described property, subject to all prior liens and mortgages, all that certain piece or parcel of land lying & being on Gold Canon Lyon County Nevada Territory known as the Eastern Slope mill & mining Companys works, together with all the improvements thereon Quartz Mill & Machinery thereon with all the water privileges belonging to said premises, and the same is subject to redemption pursuant to the statute in such case made & provided. Given under my hand this tenth day of September A.D. 1862.

Gorham H. Moore, Sheriff.
Lyon County N.T.

In consideration of one Dollar in hand paid me I hereby assign transfer & set over to Edward McLean all my right title & interest in in and under the within certificate of sale & hereby order & direct the Sheriff of Lyon County in the Territory of Nevada to execute to the said Edward McLean a Deed for [illegible] should not be redeemed [illegible] [illegible] over to the said Edward McLean [illegible] of the same. Witness my hand [illegible] [illegible] day of November [illegible]

Witness present
Thos C. [illegible]

Territory of Nevada } Cf.
County of Lyon } On the twenty fourth day of [illegible] A.D. One thousand eight hundred and [illegible]

County residing therein duly commissioned and sworn personally appeared the within named Thos. C. Kimbly personally known to me to be the same person whose name is subscribed to the annexed instrument and witness thereto who being by me duly sworn deposed and said that he resides in San Francisco California that he was present and saw E. B. Goddard personally known to him to be the same person described in and who executed the annexed instrument freely and voluntarily sign seal and deliver the same and that he the deponent thereupon subscribed his name as a witness thereto In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in said County the day and year last above written

(L.S.)

A. W. Russell
Notary Public

Recorded February 24th 1863 at 6 O'clock P. M. request of G. W. Kenny by A. W. Russell recorder of Lyon County Nevada Territory

[illegible] hundred and sixty five be- [illegible] County N.T. and Henry C. [illegible] parties of the first part and [illegible] County N.T. [illegible] the said party of the first part [illegible] the sum of [illegible] lawful [illegible] State of America [illegible] party of the second part at or before the ensealing and [illegible] presents the receipt whereof is hereby acknowledged [illegible] released and quit claimed and by these presents does [illegible] release and quit claim unto the said party of the second part [illegible] and assigns forever all of lot Five (5) in block [illegible] lot Four (4) block Seventeen (17) lot three (3) block Twenty [illegible] in the town of Como, as surveyed and mapped by [illegible] Civil Engineer together with all and singular the ten

471

This Indenture made the 21st day of March A.D. 1863 between Gorham H. Moore Sheriff of the County of Lyon Nevada Territory of the first part and Edward McLean of the City and County of San Francisco & State of California of the second part witnesseth that whereas by virtue of an order of sale issued out of and under the seal of the district court of the third Judicial district of the Territory of Nevada in and for the County of Lyon tested the fifteenth day of August A.D. 1862 upon a Judgment recovered in said Court on the thirteenth day of August A.D. 1862 in favor of Elnathan B. Goddard William J. Bryan Ira P. Rankin & C. P. Patterson and against the Eastern Slope Mill & Mining Company and to the said Sheriff directed and delivered commanding him that of the personal property of the said Judgment debtor in his County he should cause to be made certain Moneys in said writ specified and if sufficient personal property of the said Judgment debtor could be found that then he should cause the amount of the Judgment to be made out of the lands tenements and Real property belonging to said debtor on the thirteenth day of August 1862 or at any time afterwards and whereas because sufficient personal property of the said Judgment debtor could not be found whereof he the said Sheriff could cause to be made the moneys specified in said writ he the said Sheriff did in obedience to said command levy on take and sieze all the estate right title and interest which the said Judgment debtor so had of [illegible] and to the lands tenements and real estate & premises hereafter particularly set forth & described with the appurtenances and did [illegible] the tenth day of September A.D. 1862 [illegible] premises lands tenements and real estate [illegible] lic vendue upon the said premises [illegible] County at One O'Clock P.M. of said [illegible] ing first given notice of the time and [illegible] such sale by advertising the same [illegible] to law at which sale the said premises [illegible] off and sold to Elnathan B. Goddard [illegible] sum of Twenty Eight hundred and [illegible]

Q-2

dollars and fifty cents, he the said Elnathan B. Goddard being the highest bidder and that being the highest sum bidden and the whole price paid for the same, and whereas the said Sheriff after receiving from said purchaser the said sum of money so bidden as aforesaid, gave to the said Elnathan B. Goddard such certificate of sale as is by law directed to be given and did also file in the Office of the Recorder of the County of Lyon a duplicate of such certificate, and whereas six months after said sale have expired without any redemption of the said premises having been made and whereas the said Elnathan B. Goddard did on the fourth day of November A.D. 1862 duly execute & deliver to Edward McLean party of the second part hereto & in due form of law an assignment and transfer of all his right title and interest under said Certificate of Sale which is duly recorded in the Recorder's Office of the County of Lyon in Book A. of Deeds pages 725, 726, 727, upon the twenty fourth day of February A.D. 1863. Now therefore this Indenture witnesseth that I, Gorham H. Moore Sheriff of the County of Lyon aforesaid and party hereto of the first part by virtue of said writ and in pursuance of the statute in such case made & provided and for & in consideration of the sum of Two thousand Eight hundred and Eighty eight dollars and fifty cents above mentioned to me in hand paid as aforesaid by the said Elnathan B. Goddard, the receipt of which is hereby acknowledged and by virtue of the assignment made & delivered by said Goddard to the said Edward McLean have granted bargained & sold and by these present do grant bargain & sell convey & confirm unto the said Edward McLean and to his heirs and assigns forever all the estate right title and interest of the said Eastern Slope Mill & Mining Company which said Company had on the thirteenth day of August A.D. 1862 or at any time afterward or now have of in and to all the following described premises. To wit that

certain mill property known as the Eastern Slope Quartz mill situated in Gold Canon in Lyon County Nevada Territory, together with the mill, machinery and all Buildings, lands, water power and appurtenances thereunto belonging or in anywise appertaining, together with all the hereditaments thereto appertaining, to have & to hold the said above mentioned & described premises with the appurtenances unto the said Edward McLean his heirs & assigns forever as fully & absolutely as I, the Sheriff aforesaid can or ought to by virtue of the said writ and of the Statute in such case made and provided, grant, bargain, sell, release, assign convey and confirm the same. In Witness of all which I the said Gorham H. Moore party of the first part to these presents and Sheriff as aforesaid have hereunto set my hand and seal this day & year above written

Witness present signed in the presence of H. C. Lincoln

Gorham H. Moore (Seal)
Sheriff of Lyon County.

Territory of Nevada }
County of Lyon } ss

On this twenty first day of March A.D. One thousand eight hundred and sixty three before me N. W. Russell a notary public in and for said County residing therein duly commissioned and sworn personally appeared the within named H. C. Lincoln personally known to me to be the same person whose name is subscribed to the annexed instrument as a witness thereto who being by me duly sworn deposed and said that he resides [illegible] Lyon County Nevada Territory [illegible] present and saw Gorham H. Moore [illegible] of Lyon County personally known [illegible] be the same person described [illegible] the annexed instrument [illegible] as such Sheriff sign, seal and deliver [illegible] and that he the deponent thereupon subscribed his name as a witness thereto. [illegible] whereof I have hereunto set my hand [illegible]

and affixed my Official seal at my office in said County the day and year last above written

A. W. Russell
Notary Public

Covered by Stamps. Amount $5.00
Recorded at request of Thomas C. Hambly March 21st 1863 at 9 O'Clock P.M. by A. W. Russell recorder of Lyon County N. T.

This Indenture made the Twenty fifth day of March in the year one thousand eight hundred and sixty three between H. C. Smith and Harley [illegible] of Lyon County Nevada Territory of the first [illegible] of Virginia City Territory aforesaid and County of Storey party of the second [illegible] witnesseth that the said parties of the first part [illegible] consideration of the sum of One hundred and fifty dollars, lawful money of the United States of America, to them duly paid before the [illegible] of these presents the receipt whereof is hereby acknowledged have remised, released and quit claimed and by these presents do remise release and quit claim unto the said party of the second [illegible] and assigns forever all of that certain piece or parcel of land situate lying and being in Lyon County Nevada Territory and described as follows, to wit. Lot number Five (5) in [illegible] number Sixteen (16) in the town of Como as surveyed and mapped by F. Tregleabur, civil engineer for the grantors, parties of the first part together with all and singular the tenements here [illegible] and appurtenances thereunto belonging

-minor- known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily, and for the uses and purposes therein mentioned.—
—Witness my hand and Official seal, the date last above written

A. W. Russell
Notary Public

Covered by stamps Amt. $7.00
Recorded at request of Mr Barrett October 16th A.D. 1863 at 30 min past 8 - P.M. — A. W. Russell recorder of Lyon County N.Y.

Deeds B-680

This Indenture made the Seventh day of August in the year of our Lord, one thousand eight hundred and sixty three between E. Ruhling & H. V. S. McCullough doing business under the firm name of E. Ruhling & Company of the first part & Edward McLean of the City & County of San Francisco & State of California party of the second part witnesseth that the said party of the first part for and in consideration of the sum of Four Thousand Dollars lawful money of the United States of America to them in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged have granted, bargained, sold released re-

mised and conveyed and by these presents do grant bargain sell release remise and convey unto the said party of the second part and to his heirs and assigns forever all that Quartz mill & premises heretofore known as the property of the Eastern Slope Mill & Mining Company situated in Gold Canon below Silver City in Lyon County Nevada Territory & bounded Northerly by the Bertola Mill premises Easterly by the Road leading from Silver City to Dayton Southerly by property of R. Buzan and Westerly by the road leading from Carson City to Silver City - Together with all and singular the tenements, hereditaments and appurtenances hereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders rents, issues and profits thereof. To have and to hold all and singular the above mentioned and described premises together with the appurtenances, unto the said party of the second part his heirs and assigns forever. And the party of the first part doth covenant that they will warrant and defend the right title and interest in and to the above premises, against the acts and deeds of the said party of the first part and all persons claiming by from under or through the said party of the first part unto the said party of the second part his heirs and assigns forever. In witness whereof the said party of the first part has hereunto set their hands and seals the day and year first above written.

Signed Seal and delivered in presence of Thos. Hale

E. Ruhling
For U.S. Bankruptcy

Consisting the firm of
E. Ruhling Co

Territory of Nevada } Ss
County of Storey }

On this 7th day of August

A.D. one thousand eight hundred and sixty three before me Theodore A. Hale a notary public in and for said County residing therein duly Commissioned and Sworn personally appeared E. Ruhling and H. V. S. McCullough whose names are subscribed to the annexed instrument as parties thereto who are personally known to me to be the persons described in and who executed the annexed instrument and each for himself duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned. Witness my hand and Official seal the day and year last above written

Tho. A. Hale
Notary Public

(E S)

Covered by Stamps Amt. $5.00
Recorded at request of Manchester
Oct. 17th 1863 at 2 P. M.
A. W. Russell recorder of Lyon County
N. Y.

This Indenture made the Fifteenth day of October in the year of our Lord eighteen hundred and sixty three between Charles Lerdland now of Virginia Storey County in Nevada Territory party of the first part and W. S. Kain of Churchill County and Territory of aforesaid party of the second part witnesseth that the said party of the first part for and in consideration of the sum of Fifteen Hundred ($1500) Dollars lawful money of the United State of America to him in hand paid the receipt whereof is hereby acknowledged has granted bargained sold, remised conveyed and

B-446 - Deeds

This Indenture made the Eighth day of August in the year of our Lord One thousand Eight hundred and Sixty three between P. D. Hedley of Gold Hill Storey County Nevada Territory of the first part and Edward McLean of the City & County of San Francisco in the State of California of the second part witnesseth that the said party of the first part for and in consideration of the sum of Four thousand Dollars lawful money of the United States of America to him in hand paid by the said party of the second part at or before the ensealing and delivering of these presents the receipt whereof is hereby acknowledged has granted, bargained, sold, released, aemised and conveyed and by these presents doth grant, bargain, sell, release, aemise and convey unto the said party of the second part and to his heirs and assigns forever all that Quartz Mill and Premises known as the property of the Eastern Slope Mill and Mining Company situated in Gold Canon below Silver City in Lyon County Nevada Territory & bounded northerly by the Bulota Mill premises easterly by the Road leading from Silver City to Dayton southerly by property of B. Bryan and Westerly by the Road leading from Carson to Silver City Together with all and singular the tenements hereditaments and appurtenances unto the belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents issues and profits thereof to have and to hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part his heirs and assigns forever and the party of the first part doth covenant that he will warrant and defend the right title and interest in and to the above premises against the acts and deeds of the said party of the first part and all persons claiming by from under or through the said party of the first part unto the said party of the second part his heirs and

Q-4

assigns forever. In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written

Territory of Nevada G.Y. P. D. Hedley (Ex)
County of Storey

On this Eighth day of August A.D. One thousand eight hundred and sixty three before me Oscar Shuck a notary public in and for said County, residing therein duly Commissioned and Sworn personally appeared P. D. Hedley whose name is subscribed to the annexed instrument as a party thereto who is personally known to me to be the individual described in and who executed the annexed instrument and he the said Hedley duly acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned In witness whereof I have hereunto set my hand and affixed my official seal at my office in said County the day and year last above written A.D. 1863.

(Ex) Oscar Shuck
Notary Public

Covered by Stamps Amt. $5.00
Recorded at request of Hambly August 18th 1863 at 45 min past 11 A. M.
A. W. Russell recorder of Lyon County N. T.

This Indenture this the nineteenth day of August A.D. 1863 between Philipp Gier and Johanna Gier his wife residents [illegible] Lyon County Nevada Territory parties [illegible] part and Casper Haupt of the same [illegible] aforesaid party of the second part witness [illegible]

Territory of Nevada } Ss.
County of Lyon }

On this 28th day of May AD 1864 - before me Alpheus W. Russell - Recorder in and for said County personally appeared H. A. Hall known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned - Witness my hand and Official seal the date last above written

A. W. Russell
- Recorder -
By Jo. B. Wentling
Deputy

(FS)

Recorded at request of Grinnell. May 28th 1864 - at 5 - P.M. - A. W. Russell - Recorder
By Jo B. Wentling Deputy

Deeds D-12

This Indenture made this Fourteenth day of November AD. 1863 - between G. H. Moore Sheriff of Lyon County Nevada Territory of the first part and E. Kuhling & Co of Virginia City Storey County said Territory of the second part Witnesseth Whereas in and a certain Judgement or decree made and entered by the District Court of the District Court of the third Judicial District of the Territory of Nevada in & for the county of Lyon in a certain action then pending in said Court wherein E. Kuhling & Co. was plaintiff, and the Eastern Slope Mill & Mining Company was defendant it was among other things ordered adjudged and decreed that all and singular the Mortgaged premises described in the complaint in said action and described in said Judgment or decree be sold at public auction by the Sheriff of Lyon County in the manner required by

law and that said Sheriff execute the usual certificate and deeds to the purchaser or purchasers as required by law and whereas the said Sheriff did at 12 - O'clock noon, on the 18th day of April A.D. 1863 after due public notice had been given as required by law, duly sell at public auction in Dayton Lyon County N.Y. agreeably to the said Judgement or decree and the provisions of law the premises in the said Decree or Judgement mentioned at which sale the premises in said Judgement or decree mentioned and hereinafter described, were fairly Struck Off to E. Ruhling & Co. the party hereto of the second part for the sum of Four thousand two hundred and Ninety five 42/100 Dollars, they being the highest bidders and that being the highest sum bid for the same and whereas the said party of the second part thereupon paid to the said Sheriff the said sum of money so bidden by them, and whereas the said Sheriff made and issued the usual Certificate in duplicate of the said sale in due form of law and delivered one thereof to the said purchaser and caused the other to be filed in the County Recorders office of Lyon County and whereas more than six months have elapsed since the date of said sale and no redemption having been made of the premises so sold as aforesaid. Now this Indenture witnesseth: that the said party of the first part the said Sheriff, in order to any into effect the sale so much by him as aforesaid in pursuance of said Judgement or decree, and in conformity to the Statute in such case made and provided, and also in consideration of the premises and of the said sum of Four thousand two hundred and Ninety five 42/100 Dollars so bidden and paid to him by the said purchaser, the said party of the second part the receipt whereof is hereby acknowledged hath granted bargained sold and conveyed and by these presents doth grant bargain sell, and convey unto the said party of the second part and to their heirs and assigns forever all that certain

[illegible] of land and ground with the [illegible] Quartz Mill situated thereon lying and being at the Southern portion of Silver City Lyon County Nevada Territory and being known as the Quartz Mill and property of the Eastern Slope Mill and mining Company and lying and being situated between the new and old roads leading to Carson City and Virginia City and adjoining the property and mill of Brooks & Co. on the north, the said land being about two acres in extent, together with all and singular the said Quartz Mill. Machinery, franchises, privileges, rights, tenements, hereditament and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof, and also all the Estate right title and interest, property, possession, claim and demand whatsoever, as well in law as in Equity of the said party of the first part, and of the said defendant, the Eastern Slope Mill & Mining Company of, in & to the above described premises and any part and parcel thereof. To have and to hold the all and singular the premises above mentioned [illegible] described, and hereby conveyed or intended [illegible] be together with the appurtenances [illegible] the said party of the second part their [illegible] and assigns to his and thereon [illegible] [illegible] and behoof forever — In witness [illegible] the said party of the first part to these presents hath hereunto set his hand and seal [illegible] day and year first above written.

Gorham H. Moore Esq.
Late Sheriff Lyon County

[illegible] of Nevada } ss
County of Lyon }

On this 19th day of November [illegible] 1865, before me Alpheus W. Russell a notary Public in and for said County, personally appeared Gorham H. Moore Late Sheriff of Lyon County known to me to be the person described in and who

executed the foregoing instrument, who acknowledged to me that he executed the same as such Sheriff freely and voluntary and for the uses and purposes therein mentioned. Witness my hand and official seal, the date last above written

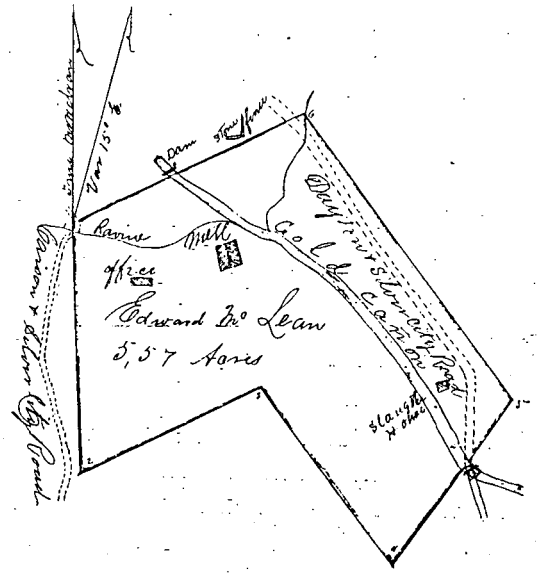
A. W. Russell
Notary Public

Covered by Stamps amt $5 —
Recorded June 1st 1864 at 30 min past 11 A.M.
request of Col. Hambly — A. W. Russell — Recorder
By Jo. B. Wentling Deputy —

This Indenture made the Twentieth day of May in the year of our Lord One thousand eight hundred and sixty two — between John J. Roberts and Jane his wife of the Town of Dayton County of Lyon Territory of Nevada parties of the first part and Bolivar Roberts of the same place party of the second part witnesseth that the said parties of the first part, for and in consideration of the sum of Three thousand Dollars lawful money of the United States of America to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged have granted [illegible] released, remised and conveyed [illegible] presents do grant bargain, sell, release [illegible] and convey unto the said party of the second part and to his heirs and assigns [illegible] — All that certain piece parcel or [illegible] situated lying and being in the town of Dayton County of Lyon Territory of Nevada and [illegible] and described as follows to wit: Commencing at the intersection of Main and Pike Street in said Town of Dayton running thence: Northerly one hundred and fifty (150) feet. Thence Westerly sixty (60) feet. Thence Southerly one hundred and fifty (150) [illegible]

Survey A

No 569



Scale 2,50 Chains to 1 inch -

Description and Plot of Survey of Land for Mill Site Water privileges and other purposes in Gold Canon about three miles from Dayton Lyon County Nevada Territory - Surveyed for Edward McLean by George Ernst Deputy County Surveyor June 14th 1864 - Chainmen [illegible] & Wm Allen

Note Bearings expressed from assumed true Meridian Var. 15° E - Beginning at a Stake marked Eastern Slope Mill No 1 And running - Thence -

1. S. 3° E. 5.70 Chains to Station 2 - Thence
2. N. 64° 30' E. 4.50 Chains to Station 3. - Thence
3. S. 37° 15' E. 5.50 Chains to Station 4. Thence
4. N. 35° 15' E. 4.60 Chains to Station 5. Crossing upper part of Bridge - Thence -
5. N. 56° 30' W. 8.00 Chains to Station 6. Thence -
6. S. 65° W. 5.00 Chains to place of beginning

Containing 5.57 Acres

I certify the above Description and Plot of Survey to be correct - John Day County Surveyor By George Ernst Deputy -

Dayton Lyon County } July 6th 1864 -
Nevada Territory }

= Note The above Survey was made about one hour prior to that of Kaiser Haupt - Plot 501 -

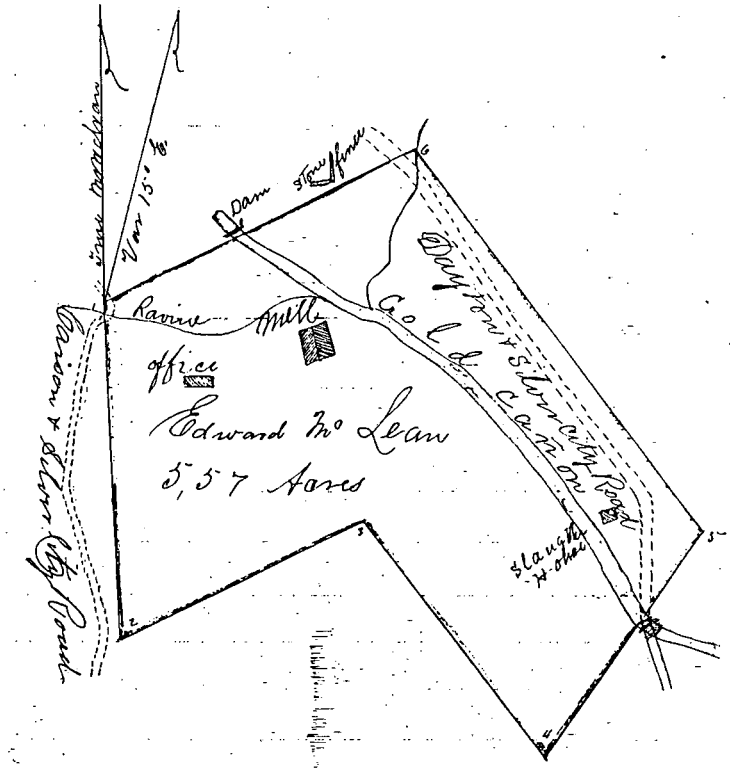
John Day C. S. by George Ernst Deputy

Covered by Stamps Am. $0.05 -

Recorded at request of Ernst July 6th 1864 at 5 P.M. [illegible] Recorder - By [illegible] Deputy -

Q-6

09



Scale 2,50 Chains to 1 inch -

Description and Plot of Survey of Land for Mill Water privileges and other purposes in Gold Canon about three miles from Dayton Lyon County Nevada Territory - Surveyed for Edward McLean by George E. Deputy County Surveyor June 14th 1864 - Chain P. Roll & Wm Allen

Bearings expressed from assumed true meridian Var. 15° E - Beginning at a Stake marked term Slope Mill No 1 And running - Thence -

E. 5.70 Chains to Station 2 - Thence
°.30 E. 4,50 Chains to Station 3. Thence
°.15 E. 5,50 Chains to Station 4. Thence
°.15 E. 4.60 Chains to Station 5. Crossing upper part of Bridge - Thence -
6°.30 W. 8,00 Chains to Station 6. Thence -
5° W. 5,00 Chains to place of beginning.

Containing 5.57 Acres

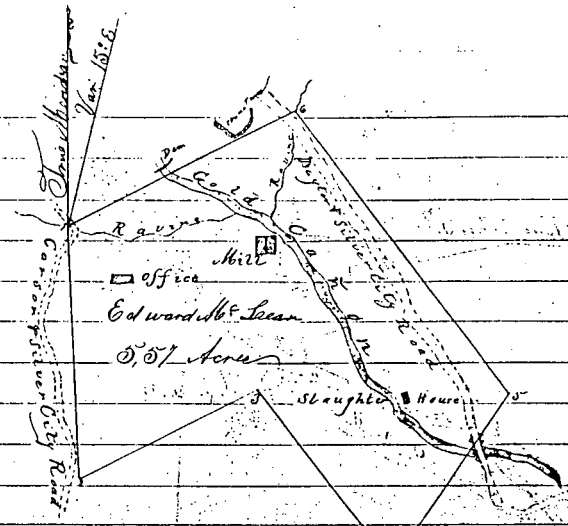
I certify the above Description and Plot of Survey to be rect - John Day County Surveyor By George E Deputy -

Dayton Lyon County } July 6th 1864 -
Nevada Territory }

Note - The above Survey was made about one [illegible]

No 508

For 508 See next page



Scale 250 chains to 1 inch

Description and Plat of Survey of land for Mill Sites Water Privileges and other purposes in Gold Cañon about three miles from Dayton Lyon County Nevada Territory

Surveyed for Edward McLean by George Ernst Deputy County Surveyor June 14th 1864

Chainmen P. Hall & Wm Allen

Note Bearings expressed from assumed true Meridian Var 15° E

Beginning at a stake marked Eastern Slope Mill Co No 1 and running

1 S 3° 00 E	5.70 chains to station 2 Thence
2 N 64° 30 E	4.50 chains to station 3 "
3 S 37° 15 E	5.00 chains to station 4
4 N 35° 15 E	4.60 chains to station 5 crossing upper part of bridge Thence
5 N 36° 30 W	8.00 chains to station 6 Thence
6 S 65° W	5.80 chains to place of beginning

Containing 5.57 Acres

I certify the above Description and Plat of survey to be correct

John Day County Surveyor
by George Ernst Dept

Dayton Lyon County
Nevada Territory
July 6th 1864

Note: The above survey was made about one hour prior to that of Kasper Haupt Plat 501

John Day C S
by George Ernst Dept

Lyon & Churchill Cos Surveys B

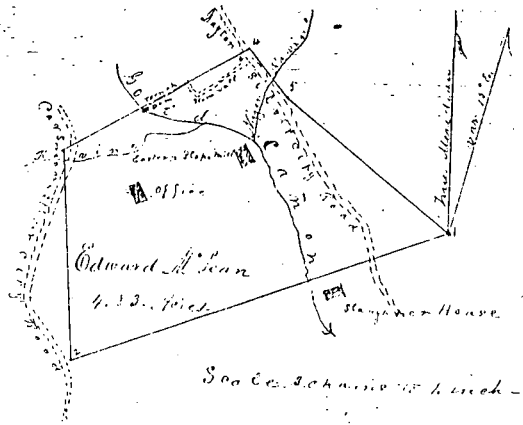
3. N. 16° 15' W. 14.97 Chains to Stake marked Tyler & Co. No. 4 - Thence
4. S. 88° 15' W. 11.34 Chains to board stake marked Tyler & Co. No. 5 -
Cotton Wood Stump bearing S. 60° E. 17 Chains
Area Steeple of the M. E. Church S. 80 W. Thence
5. S. 15° 30' W. 3 Chains to stake No. 6. near Dam - Thence
6. S. 17 3/4° E. 16.00 Chains to place of beginning -
Containing 16.56 Acres

I Certify the above Description and Plot of Survey to be correct - John Day County Surveyor
By George Ernst Dept.

Dayton Lyon County
Nevada Territory
June 25th 1864 -

Covered by Stamps Amt $0.15 -
Recorded at request of Tyler June 28th 1864
at 30 min past 11 - A. M. - A. M. Russell -
Recorder - By J. B. Wentling Deputy -

No. 502.



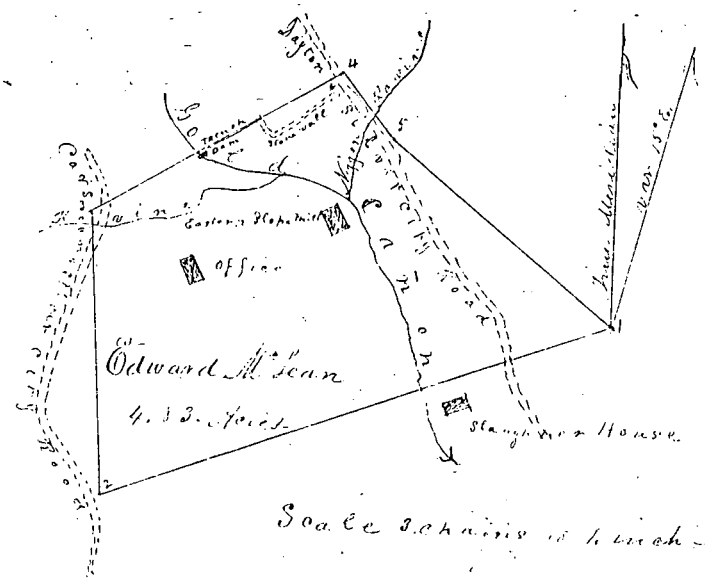
Description and Plot of Survey of Land for Mill sites, Water privilege and other purposes lying on both sides of Gold Canon and about three [illegible] Dayton Lyon County Nevada Territory [illegible]

Cotton Wood Stump bearing B.
and Steeple of the M. E. Church S.
5 S. 15° 30 W. 3 Chains to stake No. 6 near Dam -
6. S. 17 3/4° E. 10.50 Chains to place of beginning -
Containing 16
I Certify the above Description and Plot
correct - John Day County Surv
By George Ent

Dayton Lyon County
Nevada Territory
June 25th 1864 -

Covered by Stamps Amt $0.05 -
Recorded at request of Tyler Ju
at 30 min past 11 - A.M. - A.W.
Recorder - By Jo B Wentling Dep

No. 502



Description and Plot of Survey of Lan
sites, Water privileges and other purpo
both sides of Gold Canon and about
from Dayton Lyon County Nevada Te

veyed for Edward McLean by George Ernst Deputy County Surveyor June 16th 1864 - Chainmen Patrick Holl & Wm Allen -

Note - Bearings expressed from assumed true Meridian Variation 15° E - Beginning at a mound of stones and stake marked Eastern Slope Mill Co. No. 1. placed on a large table rock and running Thence -

1. S. 70° W. 10.80 Chains crossing road in about 250 chains and Cañon in about 450 chains to stake No 2 - Thence -

2. N. 3° W. 5.70 Chains to stake No. 3. Thence.

3. N. 60° E. 5.76 Chains crossing Cañon in about 2.50 chains to stake along road side marked Eastern Slope Mill Co. No. 4 - Thence

4. S. 39° E. 1.64 Chains to telegraph Post - Thence

5. S. 50° 30 E. 5.65 Chains to place of beginning

Containing 4.83 Acres.

I certify the above Description and Plot of Survey to be Correct - John Day County Surveyor by George Ernst Deputy -

Dayton Lyon County
Nevada Territory
June 11th 1864 -

Covered by Stamps amt $2.05.
Recorded at request of Ernst June 27th 1864 - at 15 min past - 8 - P. M - A. W. Russell Recorder - By J. B. Wentling Deputy -

J. S. Ward Justice of
the Peace Deaf Tax Precinct
Sys. Sec. Sec.

Covered by Stamps [illegible] Tax State Tax
Recorded at request of J. W. Rifle [illegible]
4th 1865 at 30 [illegible]

J. W. Rifle Recorder

Deeds E-68

This Indenture made the twentieth day of January One thousand eight hundred and Sixty six Between Edward McLean of the City and County of San Francisco in the State of California of the first part and Thomas B. Simpson of Smartsville Yuba County in said State of the second part Witnesseth that the said party of the first part for and in consideration of the sum of One Hundred Dollars to him in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged has granted bargained and sold conveyed and confirmed and by these presents Does grant bargain and sell and confirm unto the said party of the second part and to his heirs and assigns forever all that certain piece of land and mill property known as the Eastern Slope Quartz Mill Situated lying

J. L. H. Ward Justice of
the Peace Daytons Precinct
Lyon Co. Nev.

Covered by stamps U.S. Rev. $1.00 State $1.00
Recorded at request of A. W. Rupell December
4th 1865 at 30 min past 10 A.M.

A. W. Rupell Recorder

Deeds E-68

This Indenture made the Nineteenth day of January One thousand eight hundred and Sixty Six Between Edward McLean of the City and County of San Francisco in the State of California of the first part and Thomas B. Simpson of Smartsville Yuba County in said State of the second part Witnesseth that the said party of the first part for and in consideration of the sum of One Hundred Dollars to him in hand paid by the said party of the second part [illegible] before the [illegible] and [illegible] of these presents the receipt whereof [illegible] [illegible] has granted bargained and sold [illegible] and confirmed and by [illegible] [illegible] Does grant bargain and sell and confirm unto the said party of the second part and to his heirs and assigns forever all their [illegible] piece of land and mill property [illegible] the [illegible] Slope Quartz Mill Situated [illegible]

[illegible] County Nevada Territory [illegible] property [illegible]
[illegible]

Together with all the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof and also all the estate right title and interest property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in or to the above described premises and every part and parcel thereof with the appurtenances unto the

To Have and to hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part his heirs and assigns forever.

In Witness Whereof The said party of the first part has hereunto set his hand and seal the day and year first above written

Edward McLean [Seal]

State of California
City and County of San Francisco } On this nineteenth day of January A.D. One thousand eight hundred and sixty two before me W. H. Sawtell a Commissioner of Deeds for the State of Nevada residing in said City and County duly

and being in Gold Canon below Silver City in Lyon County State of Nevada and heretofore known as the property of the Eastern Slope Mill and Mining Company and bounded and described as follows to wit: On the Northerly side by the Bartola Mill premises on the Easterly side by the road leading from Silver City to Dayton; on the Southerly side by property of R. Bazan and on the Westerly side by road leading from Carson City to Silver City, and also the said Quartz Mill thereon and all the Machinery in and about the same Together with all the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof And also all the estate right title and interest property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in or to the above described premises and every part and parcel thereof with the appurtenances unto the

To Have and to hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part his heirs and assigns forever.

In Witness Whereof The said party of the first part has hereunto set his hand and seal the day and year first above written

Edward McLean [illegible]

State of California
City and County of San Francisco } ss On this [illegible] day of January A.D. One thousand eight hundred and sixty six before me W. H. Newton a Commissioner of Deeds for the State of Nevada residing in said City and County duly

Commissioner [illegible] personally appeared [illegible] [illegible] [illegible] known to me to be the [illegible] [illegible] [illegible] the Administrator [illegible] who executed the said annexed instrument and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned

In Witness Whereof I have hereunto affixed my hand and affixed my Official Seal the day and year in this certificate first above written. W W Lawton

Commissioner of Deeds for the State of Nevada to reside in the City and County of San Francisco California

Cancelled Stamps U S Rev $5.00 State .50

Recorded at request of Wells Fargo & Co January 11th 1866 at 32 min past 12 M.

A. M. Rupell
Recorder

State of Nevada
County of Lyon } ss To all to whom these presents shall come [illegible] Tax collector of said County Send Greeting: Know Ye that in pursuance of and in conformity with an act entitled an act to provide for the Revenue and collection of County and Territorial Revenue approved November 29th 1861 and the act amendatory thereof approved November 25th 1862 as well as other statutes and laws of the [illegible]

[illegible] H C Howard Seal

State of Nevada } ss.
County of Storey } On this Tenth day of February AD one thousand eight hundred and sixty eight before me Joseph L King a Notary Public in and for said County duly commissioned and sworn personally appeared H C Howard personally known to me to be the person described in and who executed the annexed Instrument who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written

Notary Seal

Jos L King
Notary Public

Covered by U.S. Revenue $10.00 State Revenue $10.00 said stamps cancelled.
Recorded at request of W R Armstrong February 10th AD 1868 at 6 hours and 45 min P.M.
C. D. McDuffie Recorder of Lyon County Nevada by L L Crockett
Deputy

Deeds F-284

This Indenture made the Twenty first day of January in the year of our Lord one thousand eight hundred and sixty eight Between Thomas B Simpson of Smartsville Yuba County State of California of the first part and James A Rigby of Storey County in the State of Nevada of the second part Witnesseth That the said party of the first part for and in consideration of the sum of Three Thousand Dollars in current gold coin of the United States to him in hand paid by the said party of the second part at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged has granted bargained and sold and by these presents does grant bargain and sell unto the said party of the second part and

to his heirs and assigns forever All that certain Quartz Mill property and premises known as the Eastern Slope Mill and situated adjacent to Silver City on Gold Canon in Lyon County State of Nevada and bounded as follows Beginning at a point on the road leading from Carson City to Silver City where the Bertola Mill property commences and running thence Easterly along said line of said Bertola Mill Property marked by posts across Gold Canon to the Silver City and Dayton Road; thence Southerly along said road to premises now or late of Robert Bugen; thence Westerly along the line of posts and stones across said canon to the Carson City and Silver City road and thence Northerly along said road to the place of beginning and containing two acres more or less with the Quartz Mill, Machinery, Steam Engine Boilers Office building, dwelling house, lodging house and water rights thereon situated and thereunto belonging Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and profits thereof: And also all the estate right title interest property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in or to the above described premises and every part and parcel thereof with the appurtenances To have and To hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second party his heirs and assigns forever

In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written

signed sealed and delivered in presence of ——— T. B. Simpson. Seal

State of California

City and County of San Francisco. On this twenty first day of January A D One thousand eight hundred and sixty eight before me W W Lawton a commission of deeds for the State of Nevada residing in said City and County duly commissioned and sworn personally appeared the within named T B Simpson whose name is subscribed to the annexed Instrument as a party thereto personally known to me to be the individual described in and who executed the said annexed Instrument and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written

Commissioner Seal

W. Willson Lawton

Commissioner of Deeds for the State of Nevada

Covered by U.S. Revenue $3.00 State Revenue $3.00 said stamps cancelled. Recorded at request of Joseph M. Douglass February 12th AD 1868 at 4 min. past 8 o'clock P.M.
C. D. McDuffie, Recorder of Lyon County, Nevada
S. D. Crockett, Deputy

This Indenture made the Eighth day of February in the year of our Lord one thousand eight hundred and sixty eight between James F. Rigby a resident of Storey County State of Nevada party of the first part and Joseph M. Douglass of the same place the party of the second part. Witnesseth That the said party of the first part for and in consideration of the sum of Sixteen Hundred Dollars Gold coin of the United States of America to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged hath granted bargained and sold conveyed and confirmed and by these presents doth grant bargain and sell convey and confirm unto the said party of the second part and to his heirs and assigns forever all of an undivided one half of in and to that certain Quartz Mill property and premises known as the Eastern Slope Mill and situated adjacent to Silver City on Gold Canon in Lyon County State of Nevada and bounded as follows Beginning at a point on the road leading from Carson City to Silver City [illegible] the Bertola Mill property commences and running thence [illegible] along said line of said Bertola property marked by [illegible] Gold Canon to the Silver City and Dayton road [illegible] along said road to premises now, or late of [illegible] Bugan thence Westerly along the line of posts and stones across said Canon, to the Carson City and Silver City road and thence Northerly along said road to the place of beginning and containing two acres more or less with the Quartz Mill, machinery, steam engine, Boiler, office building, Dwelling house, Lodging house and water rights thereon situated or thereunto belonging being the same property heretofore conveyed to the party of the first part by one Thomas B. Simpson by Deed dated January 21st 1868 Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversions and reversions remainder and remainders rents issues and profits thereof and also all the estate right title interest property possession claim and demand whatsoever as well in law as in equity of the said party of the first part of in or to the said premises and every part and parcel thereof with the appurtenances To have and to hold all and singular the said premises together with the appurtenances unto the [illegible]

Q-9

the said party of the first part has hereunto set his hand and seal the day and year first above written signed sealed and delivered in the presence of

Jas A Rigby (Seal)

State of Nevada
County of Storey } ss On this eighth day of February A.D. one thousand eight hundred and sixty eight before me Joseph L King a Notary Public in and for said County duly commissioned and sworn personally appeared Jas A Rigby personally known to me to be the person described in and who executed the annexed Instrument and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned

Witness my hand and official seal the day and year in this certificate first above written

Notary seal

Jas L King Notary Public

Covered by U.S. Rev $150 State $150 said stamps cancelled
Recorded at request of Joseph McDougall February 12th AD 1868 at 5 min past 4 Colock P.M.
C D McDuffie Recorder of Lyon County Nevada by
L. L. Crockett Deputy

This Indenture made the Seventeenth day of February A.D. 1868 Between N P Sheldon of the town of Silver City Lyon County State of Nevada party of the first part and C H Leymonds of the town County and State aforesaid party of the second part Witnesseth That the said party of the first part for and in consideration of the sum of five thousand (5000) dollars lawful money of the United States of America to him in hand paid by the said party of the second part on the 25th day of May 1867 the receipt whereof is hereby acknowledged did on said 25th day of May AD 1867 remise release and quitclaim unto the said party of the second part and to his heirs and assigns forever all of an undivided interest the same being a one half interest in that certain Bridge known as the Roberts Bridge over the Carson River at Dayton Lyon County Nevada with the Franchise and all the privileges thereto belonging and also my interest being one undivided one half in the land near to and adjoining said Bridge said land being more particularly described as follows to wit That certain piece or parcel of land conveyed by deed to N P Sheldon and C H Leymonds on the 2nd day of June 1864 by W H C Botsford which said

personally acknowledged to me that she executed the within conveyance without any compulsion fear or undue restraint from her said husband.

Witness my hand the date last above written — W. S. Boulton
Justice of the Peace

Covered by U.S. Rev. $0.50 state $0.50 said stamps cancelled
Recorded at request of Delia N. Kelley April 15th A.D. 1870 at 10 min past 11 o'clock A.M.
L. L. Crockett Recorder of Lyon County Nevada

This Indenture made the Twenty first day of April in the year of our Lord One Thousand Eight hundred and Seventy Between James A. Rigby and Joseph M. Douglass of Storey County State of Nevada parties of the first part and J. W. Mackay and W. S. Hobart of said Storey County the parties of the second part Witnesseth That the said parties of the first part for and in consideration of the sum of Five Thousand ($5000.00) Dollars Gold Coin of the United States of America to them in hand paid by the said parties of the second part the receipt whereof is hereby acknowledged have remised, released and forever quitclaimed and by these presents Do remise, release and forever quitclaim unto the said parties of the second part and to their heirs and assigns all that certain Quartz Mill property and premises known as the Eastern Slope Mill and situated adjacent to Silver City on Gold Canon in Lyon County State of Nevada and bounded as follows: Beginning at a point on the road leading from Carson City to Silver City where the Bertola Mill property commences and running thence Easterly along said line of said Bertola property marked by Posts across Gold Canon to the Silver City and Dayton Road thence Southerly along said Road to premises now or late of Robert Buzan; Thence Westerly along the line of Posts and stones across said Canon to the Carson City and Silver City Road and Thence Northerly along said Road to the place of beginning and containing two acres more or less with the Quartz Mill Machinery Steam Engine Boiler office building Dwelling house Lodging house and water rights thereon situated and thereunto belonging; Excepting however therefrom so much and such part of the aforesaid premises as were realized and quitclaimed by the said parties of the first part to C. H. Rulison and Geo. W. Likens by Deed dated March fifth One Thousand Eight hundred and sixty nine which is

Book F

recorded in the Office of the County Recorder of said Lyon County in Book "F" Lyon County Record of Deeds pages 673, 674 & 675 to which Deed and the record thereof reference is hereby made for greater certainty. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents issues and profits and all the estate right title interest property possession claim and demand whatsoever as well in law as in equity of the said parties of the first part of in or to the said above released and quitclaimed premises and every part and parcel thereof with the appurtenances. To have and to hold all and singular the said above released and quitclaimed premises together with the appurtenances unto the said parties of the second part their heirs and assigns forever.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in the presence of "In line 11 second page after the word "said" inserted the words "above released and quitclaimed" before signing same interlineation in line twelve before signing

Witness [illegible] Thomas

James A. Rigby (seal)
J. M. Douglass (seal)

State of Nevada } ss
County of Storey } On this Twenty first day of April A.D. one thousand Eight hundred and Seventy before me Richard L. Thomas a Notary Public in and for said County duly commissioned and sworn personally appeared the within named James A. Rigby and J. M. Douglass whose names are subscribed to the annexed Instrument as parties thereto personally known to me to be the persons described in and who executed the said annexed Instrument and they and each of them acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Official Seal

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in said County the day and year in this certificate first above written.

Richard L. Thomas Notary Public for Storey County

Covered by U S Rev $5,000 State $5,000 said stamps cancelled
Recorded at request of Grantees April 22d A.D. 1870 at 10 min past 2 O'clock P.M.
L. L. Crockett Recorder of Lyon County Nevada

Filed and Recorded at request of N. C. Hall November 14th 1879 at 20 min past 11 O'Clock A.M. C. S. Onsliott Recorder of Lyon County Nevada. By D. T. Gilpin Deputy

The United States of America

To all to whom these presents shall come Greeting (Certificate) Whereas William Hayden Judge of Lyon County No 433) Nevada in trust for the sensual use and benefit of the occupants of the town site of Silver City in said County according to their respective interests by virtue of the Act of Congress of March 2nd 1867, entitled "An Act for the relief of the inhabitants of Cities and Towns upon the public lands" has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Carson City Nevada whereby it appears that full payment has been made by the said William Hayden Judge as aforesaid in trust as aforesaid according to the provisions of the act of Congress of the 24th of April 1820 entitled "An act making further provision for the sale of the public lands" for the east half of the north west quarter of section sixteen the south east quarter of the south west quarter, the west half of the south west quarter and the south west quarter of the north west quarter of section nine, the east half of the south east quarter and the fractional portion of the north east quarter of the south east quarter as shown on map of section eight in township fifteen north of range twenty one east in the district of lands subject to sale at Carson City Nevada containing three hundred and thirty two acres, according to the Official Plat of the survey of the said lands returned to the General Land Office by the Surveyor General which said tracts have been purchased by the said William Hayden Judge as aforesaid in trust as aforesaid. Now Know ye, That the United States of America in consideration of the premises and in conformity with the several Acts of Congress in such case made and provided, Have Given and Granted and by these presents Do Give and Grant unto the said William Hayden Judge as aforesaid in trust as aforesaid and to his successors the said tracts above described. To Have and to Hold the same together with all the rights, privileges, immunities and appurtenances of whatsoever nature thereunto belonging unto the said William Hayden Judge as aforesaid in trust as aforesaid and to his successors and assigns in trust as aforesaid forever. Subject to any vested and accrued water rights for mining, agricultural, manufacturing purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving to the United States all coal and other mineral deposits in the land so granted, and the right to prospect for, mine and remove the same under such regulations as may be prescribed by law. Excepting and reserving also a right of way for the construction of railroads, telegraph lines, and other means of communication upon, over and across said land, which may be established by the laws of the United States or by the local authorities under Federal authority in accordance with the laws of the United States. In Testimony Whereof, I, Rutherford B. Hayes President of the United States of America have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Seal of General Land Office

Book B
8969

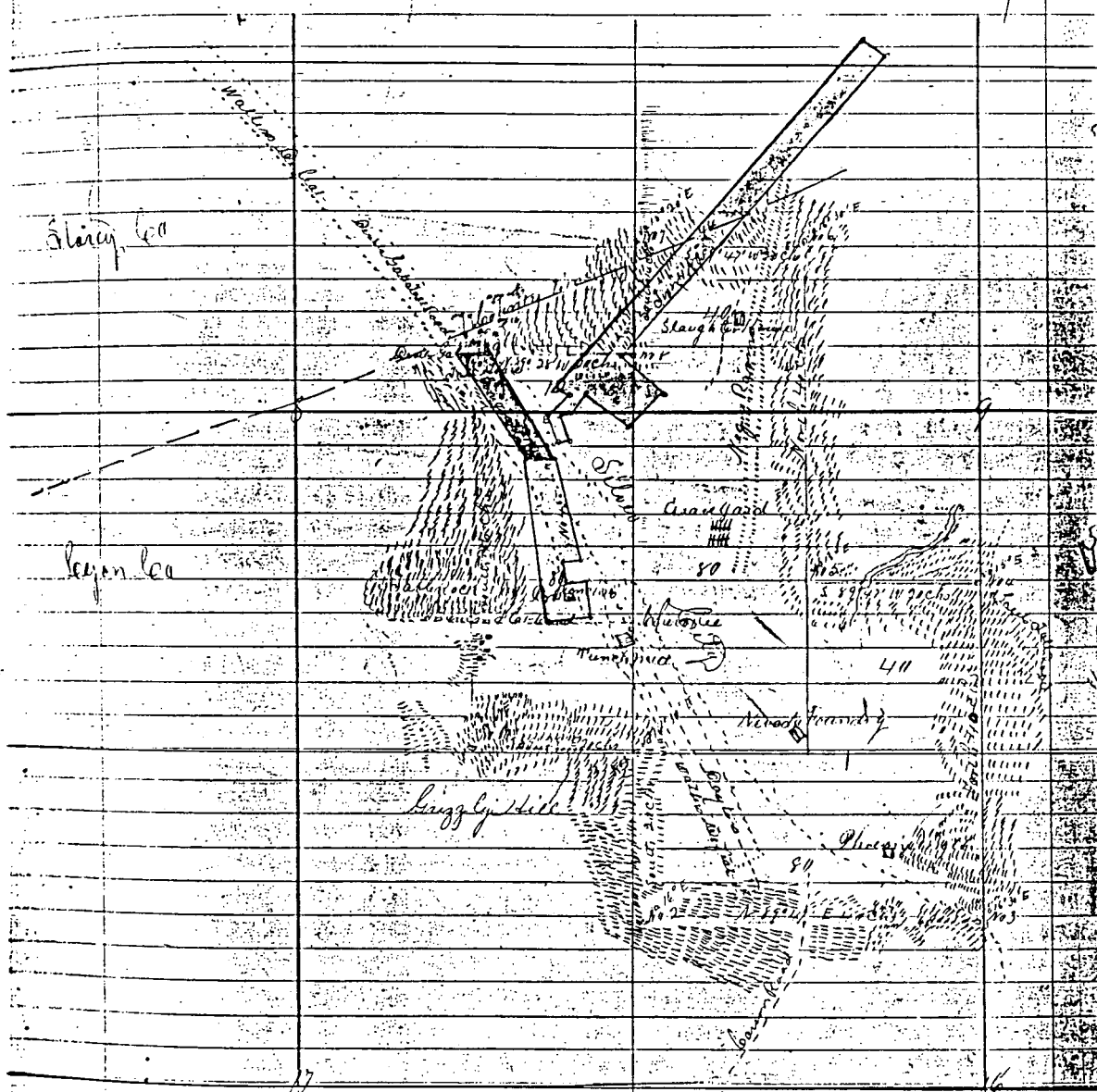
Given under my hand at the City of Washington the twentieth day of September in the year of our Lord one thousand eight hundred and seventy three and of the Independence of the United States the ninety eight.

By the President U.S. Grant

By J. D. Williamson Secretary

V. A. Fiske Recorder of the General Land Office

Recorded Vol 20 Page 30.



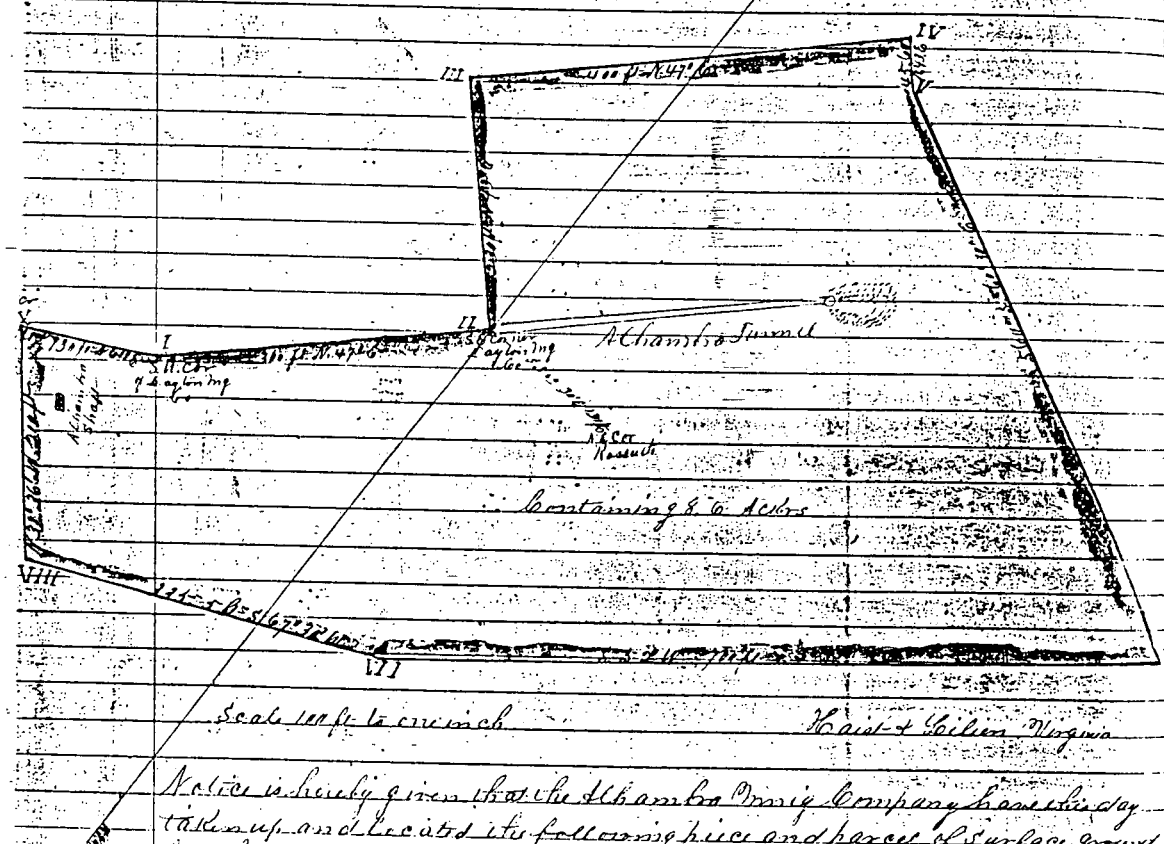
I hereby certify that the above Plat and Survey is correct.
U.S. Surveyor Generals Office Virginia City Nevada Nov 16th 1867
A. P. K. Safford Surveyor General

I hereby certify that the mineral claims shown upon this Plat are in conformity with those on file in this office
U.S. Surveyor Generals Office Virginia City Nevada January 21st 1870
E. S. Davis U.S. Surveyor Genl. Nevada

Book B
Pg 70

Filed and Recorded at request of H. M. Seawell Dec 8 A.D. 1873 at 2 min past 11 A.M. L. L. Crockett Recorder of Lyon County Nevada By J. T. Gilpin Deputy

Alhambra Mng Co.
Surface Location
Devils Gate Mining District
T. 16 N R 21 E Sec 16
County of Lyon



Scale 100 ft to one inch

Haist & Lilien Virginia

Notice is hereby given that the Alhambra Mnig Company have this day taken up and located the following piece and parcel of surface ground for the purpose of working the Alhambra, Sumpter, and the Black Prince Ledges or Quartz Lodes, Commencing at Post No 1 S. W. Cor Dayton Mng Co running 300 feet N 47° E to S. E. Cor of Dayton Mng Co Post No 2 thence running 230 feet N 42° E to Post No 3 thence 1100 feet N 47° E to Post No 4 thence S 43° E 45 6/10 feet thence 60½ E 560 feet to Post No 6 thence S 52 W 700 feet to Post No 7 thence S 67½° W 335½ feet to Post No 8 thence N 35° 36' W 210 feet to Post No 9 thence N 61° E 134 feet back to point of beginning a portion of this ground being the same as located on each side of the Ledges at the time of locating the aforesaid Ledges

Silver City Dec 27th 1873. Herman J. T. Scheel
Supt of Alhambra Mine

Recorded at request of Herman J. T. Scheel February 14th A.D. 1874 at 20 min past 2 P.M. L. L. Crockett Recorder of Lyon County Nevada By J. T. Gilpin Deputy

Know all Men by these Presents:

That Whereas, by virtue of the Act of Congress of March 2d, 1837, entitled "An Act for the relief of the inhabitants of cities and towns upon the public lands," I, W. M. Seawell, Judge of the District Court of the Third Judicial District, of the County of Lyon, State of Nevada, and the successor in office of William Haydon, former Judge of the District Court of said County, did on the eighth day of December, A. D. one thousand eight hundred and seventy three, as Judge of said District Court, and in trust for the several use and benefit of the occupants of the Town Site of Silver City, Lyon County, Nevada, according to their respective interests, receive from the Government of the United States, a Patent for and title to certain lands, described as follows: the north half of the north-west quarter of section sixteen; the south-east quarter of the south-west quarter, the west half of the south-west quarter, and the south-west quarter of the north-west quarter of section nine; the east half of the south-east quarter, and the fractional portion of the north-east quarter of the south-east quarter, as shown on map of section eight, in township sixteen, north of range twenty-one, east, in the District of lands subject to sale at Carson City, Nevada, containing three hundred and thirty-two acres, constituting the Town Site of said Silver City, and lying and being in the County of Lyon, State of Nevada.

And Whereas, the said patent provides that no title shall be thereby acquired to any mine of gold, silver, cinnabar, or copper, or to any valid mining claim or possession held under existing laws of Congress, and that Mineral Surveys, Numbered Forty-four, Forty-five and Forty-six, as shown on diagram accompanying said patent are specially excluded; as appears by said patent, dated the 20th day of September, A. D. 1873, and said diagram of record in the office of the County Recorder of said Lyon County.

And Whereas, after the receipt by me of said patent I have given public notice thereof, in the manner and for the time prescribed by law.

And Whereas, within the time allowed by law J. W. Mackay, J. G. Fair, J. C. Flood, W. S. O'Brien and W. S. Hobart have delivered a statement, as prescribed by law, that they are entitled to receive the lot of land as hereinafter described, in accordance with said patent.

And Whereas, by Act of the Legislature of the State of Nevada, approved February 20th, A. D. 1869, and all acts amendatory thereof or in relation thereto, it is made my duty as Judge and Trustee aforesaid, to grant and convey the title to each and every block, lot, share or parcel of the aforesaid lands to the person or persons, company, association or corporation who shall be entitled to the same, according to his, their or its respective right or interest in the same, on payment of his, their or its proper and due proportion of the purchase money for such lands, and his, their or its proper and due proportion of other expenses attending the execution of said trust.

And Whereas, said J. W. Mackay, J. G. Fair, J. C. Flood, W. S. O'Brien and W. S. Hobart are entitled to the right of occupancy and possesion of the lot of land hereinafter described, and are entitled to receive from me a deed of conveyance, granting and conveying to them the title to said lot of land, subject to the provisions of said patent.

Now, Therefore, I, W. M. Seawell, Judge and Trustee as aforesaid, and as such Judge and Trustee, in consideration of the premises, and of the sum of Thirty 70 dollars, the amount and proportion of the purchase money and expenses attending the execution of said trust due from said J. W. Mackay, J. G. Fair, J. C. Flood, W. S. O'Brien and W. S. Hobart the receipt whereof is hereby acknowledged, do grant and convey to the said J. W. Mackay, J. G. Fair, J. C. Flood, W. S. O'Brien and W. S. Hobart their heirs and assigns, in fee simple the following described lot and parcel of land, being a part of the aforesaid Town Site of said Silver City, to-wit: that certain Block tract and parcel of land bounded as

follows beginning at a point whence the South West corner of Section Nine (9) Township Sixteen (16) North Range Twenty one (21) East bears N 7° ½ W 1458 feet and running thence 1st course N 62° 10' 93 feet — Thence 2nd course N 30° W 116 feet — Thence 3rd course S 87¼° W 330 feet — Thence 4th course N 29¼° W 14 feet — Thence 5th course S 61° W 68 feet — Thence 6th course S 2° E 371 feet — Thence 7th course N 71° E 420 feet — Thence 8th course N 27° 39' W 67 feet — Thence 9th course N 6° 50' W 68 3/10 feet to point of beginning containing Three and seven hundredths (3 7/100) acres more or less and designated as lot No one hundred and three (103) of Tract "A" as shown by map, Survey and field Notes of said Silver City Town site made by Ross E. Browne on file in the office of the County Recorder of said Lyon County. — Excepting however and excluding from said Block tract and parcel of Canal that part thereof which is within the limits of the Carson Toll Road as laid down and shown on the said map: Courses and bearings expressed from true Meridian Magnetic Variation 16° East.

Together with *all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining; to have and to hold the same, together with the appurtenances unto the said* J. W. Mackay, J. G. Fair, J. C. Flood, W. S. O'Brien, and W. S. Hobart their *heirs and assigns forever: provided that no title shall be hereby acquired to any mine of gold, silver, cinnabar, or copper, or to any valid mining claim or possession, held under existing laws of Congress, or to said Mineral Surveys, Numbered Forty-four, Forty-five and Forty-six, as set forth in said patent.*

In Testimony Whereof, *I, W. M. Seawell, Judge and Trustee as aforesaid, and as such Judge and Trustee have hereto set my hand and seal this the* 8th *day of* June *A. D. one thousand eight hundred and seventy* five

W. M. SEAWELL. SEAL

District Judge of the District Court of the Third Judicial District, of the County of Lyon, State of Nevada, Trustee.

State of Nevada, } ss.
COUNTY OF LYON.

On this the Eighth *day of* June *A. D. one thousand eight hundred and seventy* five *before me,* Z. T. Gilpin Co. Recorder *in and for said County, personally appeared W. M. Seawell, District Judge of the District Court of the Third Judicial District, of the County of Lyon, State of Nevada, and Trustee as described in the within and foregoing conveyance, personally known to me to be the same person described in, and who executed the foregoing conveyance, as such Judge and Trustee, and who acknowledged to me, that he as such Judge and Trustee executed the same, freely and voluntarily, and for the uses and purposes therein mentioned.*

Official Seal

Witness, *my hand and official seal the date last above in this Certificate written.* Z. T. Gilpin Recorder of Lyon Co. Nev

Recorded at the request of Messick and Seely June 19 A.D. 1875, *at* 30 *minutes past* 1 *P.*, *M., in book* "I" *Lyon County Record of Deeds, folio* 121

Z. T. Gilpin *Recorder.*

By John Lothrop *Deputy.*

A010207

Moses A. Hearne & Wife
to
Pacific Mill & Mining Co.

July 7th 1877

Consideration in Deed "1000."
additional - 500.
1500.

The following property situate in the County of Lyons, State of Nevada, to wit:

The land owned or claimed by said Hearne & Wife - upon which is situated the Flume known as the Woodworth Flume, and so much land on either side thereof as shall be necessary to support the same, together with the right of way to the same - over any land owned or claimed by them for all any purposes necessary for the maintenance and operation of said flume. - Provided that whenever the Woodworth Flume shall be abandoned or removed from its present general course the land and privileges hereby conveyed shall revert to the grantors.

Also, the right to maintain to its present extent and to use so long as shall be desired by said Pacific Mill & Mining Co., that certain Reservoir used now by said Company for the purpose of catching Slimes, situated on and near lot No. 127 in the Town of Silver City, and known as the Eastern Slope Reservoir; together with the right of way to and from the same or any other Reservoir owned and used by said Company for all necessary purposes over any other land owned or claimed by said Hearne & Wife; - Also release all claims to damage on account of previous use of the same or any part thereof by said Company, and also all claims to any sluices thereon; also release all their right, title, interest and claim to any water right or privilege, or tailings right or privilege in the Cañon known as Gold Cañon out of which said Woodworth Flume leads so far as such right or claim:

Land, & Right of Way, &c. for Woodworth Flume - in Lyon County, Rights to ... Slope Reservoir - Water & Tailings Gold Cañon also, release of all damages & suits & causes of action

does or may interfere with the rights and privileges of said Pac. Mill & Mg Co. or the owners of said Woodworth Flume to have all the water and all the tailings which may come down said Canon to the mouth of said flume, enter and pass through said flume to its full capacity, and for their use and benefit, & hereby release all claims for damages against the owners of said flume on account of all acts heretofore done by them or any of them.

Further stipulate that said Hearne & wife will, whenever thereto requested by the Pac. Mill & Mg Co., dismiss at cost of said Hearne & wife, all actions heretofore commenced by them or either of them against Pac. Mill & Mg Co. or the Owners of the Woodworth Flume, or either of them, hereby releasing all causes of action against them or either of them, of whatsoever character up to the present time.

($1000. paid by Woodworth Mill Co.
500. " " Pacific Mill & Mg Co.
3.50 " " do — Recording Deed

affixed, the day and year first above [illegible]

PACIFIC MILL AND [illegible]

(Corporate seal) [illegible]

[illegible]

State of California)
(ss.
City and County of San Francisco)

On this 13th day of January in the year [illegible] nine hundred and four before me Geo. T. Knox, a Notary Public in and for said City and County, residing therein duly commissioned and sworn personally appeared [illegible] E. Walsh known to me to be the Vice President and Secretary respectively of Pacific Mill & Mining Company the corporation that executed the within and foregoing instrument and to be the officers whom executed the said instrument on behalf of said Corporation therein named, and they severally acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, at my office in the said City and County of San Francisco, the day and year last above written.

(Notary seal) Geo T Knox

Notary Public.

In and for the City and County of San Francisco, State of California.

Recorded at request of J.P. Woodberry Dec. 16, A.D. 1904 at 3 o'clock P.M.

F. W. Downey

County Recorder.

THIS INDENTURE, made the 13th day of January, 1904 between PACIFIC MILL AND MINING COMPANY a corporation organized and existing under the laws of the State of California, and hobart estate Company, a corporation organized and existing under the laws of said State, the parties of the first part, and COMSTOCK MILL AND MINING COMPANY, a corporation organized and existing under the laws of the State of Nevada, the party of the second part, WITNESSETH:-- That the said parties of the firstpart, for and in consideration of the sum of Ten (10) dollars, Gold Coin of the United States of America, to them paid by the said party of the second part, the receipt whereof is hereby acknowledged, have remised, released and forever quitclaimed and by these presents do remise, release and forever quit claim, unto the said party of the second part, and to its successors and assigns, all that certain parcel of land situate in Silver City, Lyon County, State of Nevada, described as follows, to wit:

Beginning at a point whence the southwest corner of section nine (9), township sixteen (16) north, range twenty-one (21) east, bears north seventy and one-half (70 1-2) degrees west fourteen hundred and fifty-eight (1458) feet, and running thence first course, north sixty two (62) degrees ten (10) minutes east ninety-three (93) feet; thence, second course, north thirty (30) degrees west one hundred and sixteen (116) feet; thence, third course, south eighty-seven and one-quarter (87 1-4) degrees west three hundred and thirty-one

Book 744

the base line (331 1-3) feet; thence fourth course, north twenty nine and one-quarter (29 1/4) degrees east fourteen (14) feet; fifth course south sixty-one (61) degrees west sixty eight (68) feet; thence, sixth course, south two (2) degrees east three hundred and seventy-six (376) and two tenths (376.2) feet thence, seventh course, north seventy-one (71) degrees four hundred and twenty (420) feet; thence eighth course, north twenty-seven (27) degrees thirty nine (39) minutes west sixty-seven (67) feet; thence ninth course North six (6) degrees fifty (50) minutes west sixty-eight and three tenths (68.3) feet to point of beginning; containing three and seven-tenths (3.7) acres, more or less, courses and bearings expressed from true meridian, magnetic variation sixteen (16) degrees east.

The above parcel of land is designated as lot number one hundred and three (103) of Tract A as shown by Rest E. Browne's map of Silver City Townsite and known as the "Eastern Slope Mill Site".

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part and to its successors and assigns forever.

IN WITNESS WHEREOF, the parties of the first part have caused these presents to be executed by their respective officers thereunto duly authorized, and their respective corporate seals to be hereunto affixed, the day and year first above written.

(Corporate seal) PACIFIC MILL AND MINING COMPANY.

By Chas. S. Neal Vice President

By Jas. E. Walsh, Secretary

HOBART ESTATE COMPANY,

By Chas. Page Vice President.
By H. C. Stevenson, Secretary

(Corporate seal)

State of California)
)ss.
City and county of San Francisco)

On this 15th day of January, in the year one thousand nine hundred and four before me, Geo. T. Knox, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared, Charles S. Neal and James E. Walsh known to me to be the Vice President and Secretary respectively of Pacific Mill and Mining Company the Corporation that executed the within and foregoing instrument, and to be the officers who executed the said instrument on behalf of said corporation therein named and they severally acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the said City and County of San Francisco, the day and year last above written.

(Notary seal) Geo. T. Knox.

Book 2 Pg 71

Notary Public

in and for the City and County of San Francisco, State

of California.

State of California,)
)ss.
City and County of San Francisco)

On this 18th day of January, in the year one thousand nine hundred and four, before me A.K.Daggett, a Notary Public in and for the City and County xxxxxxxxxx Francisco, residing therein, duly commissioned and sworn, personally appeared Chas. Page and R.G.Stevens known to me to be the Vice President and Secretary respectively of Hobart Estate Company the corporation that executed the within and foregoing instrument, and to be the officers who executed the said instrument on behalf of said corporation therein named and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year first above written.

Notary Seal

A.K.Daggett.

Notary Public in and for the City and County of San Francisco, State of California.

Recorded at request of J.P.Woodberry Dec.16, A.D.1904 at 10 min. past 3 o'clock P.M.

E.W. Downey
County Recorder.

THIS INDENTURE, Made the Seventeenth day of December in the year of our Lord one thousand nine hundred and four BETWEEN E.A.Dillon and Minnie M.Dillon, his wife both of Yerington County of Lyon, State of Nevada, the parties of the first part, and I.D.Florey, of the same place the party of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Eight Hundred ($800.00) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever; all that certain lot piece or parcel of land, situated in the town of Yeringtown County of Lyon State of Nevada and bounded and particularly described as follows, to wit:

Commencing at a point on the East line of Main Street, which runs North and South through said town, a distance of six hundred and thirty-three and one-half (633.1/2) feet South from the South East corner of Main and Bridge Streets, running thence South on the East line of said Main Street, a distance of One Hundred and ten (110) feet; running thence second course East a distance of two-hundred and nine and one-half (209.1/2) feet; running thence third course North a distance of one Hundred and ten (110) feet; running thence fourth course West a distance of two hundred and nine and one-half (209.1/2) feet, and to the place of beginning. Being the divided South portion of that certain piece of property conveyed by Allen A.Pinkerton and Rebecca A.Pinkerton, his wife to E.A.Dillon by deed dated the first day of October 1903, and recorded in Volume N of Deeds, page 649, records of Lyon County, Nevada.

By the President: Woodrow Wilson
By M. P. LeRoy, Secretary
L. C. O. Lemer, Recorder of the General Land Office.
(U.S. General Land Office Seal)

RECORDED: Patent Number 646605
Recorded at Request of C. W. Stock, Sept. 21, 1918, at 40 Min. past 10 A.M.

James A. Barton
County Recorder.

File No. 21498.

THIS INDENTURE, made this 27th day of September A.D. 1918, between Chas. A. McLeod, County Clerk and ex officio Treasurer and Tax Receiver of Lyon County, State of Nevada, party hereto of the first part, and J. S. Woodbury of the County of Lyon, State of Nevada, party hereto of the second part, witnesseth:

That, whereas, the said Chas. A. McLeod heretofore and at the time of the levy, publication and sale hereinafter mentioned, was ex officio Tax Receiver of Lyon County, Nevada, by virtue of and in conformity with an Act of the Legislature of the State of Nevada, entitled "An Act to provide revenue for the support of the government of the State of Nevada and to repeal certain Acts relating thereto," approved March 23, 1891, and the several Acts amendatory thereof and supplementary thereto, did on the 16th day of July, 1917, make a levy on the property of which description is hereinafter given in this indenture, for taxes due to the State of Nevada and to Lyon County, together with the delinquency and charges due thereon: That the said property was assessed for the fiscal year ending December 31st, 1916 at forty-one & 78/100 dollars to Comstock M & M Co and to all claimants known to unknown: that the same was liable and subject to taxation; that said taxes were levied upon it and duly equalized according to law; that said taxes werenot and had not been paid, and at the time of the sale hereinafter mentioned, still remained due and unpaid; that the publication of the notice of intention to sell the said property was duly made and given by publishing the same in the Mason Valley News for the time and in the manner prescribed by law, wherein was given the names of the owners or reputed owners of the property, together with such a condensed description of the said property, that it might easily be known; that said publication was made for five consecutive weeks, prior to the day of sale of said property; that on the 16th day of July, 1917 and after due notice given as aforesaid, the land and real estate hereinafter described was by the said Chas A. McLeod ex-officio Tax Receiver aforesaid on the 16th day of July, 1917 in accordance with law, offered for sale at public auction in front of the Court House, in the C ity of Yerington, Lyon County, Nevada, and that at such auction and sale J. S. Woodbury became the purchaser of the following described property, to wit: Cyanide Plant, 1000, Electric Motor & Con, 250, Eastern Slope Mill site lot 103 A. 150, Bacon Mill site lot 86 B. 200, French Mill site lot 582, French Mill site lot 99 B 200, S.E. Corner lot 251 B. Lot E, 4, 5, & 7 B 4 and North portion lots 127, 294 B. A. 200, Foundry lot and improv 200, Bailer and Hope Mill site 50, Blair house and lot 200, 4 wk horses 240 - 2 driving horses 100, harness and wagons

for the sum of forty-one & 78/100 dollars; that being the highest and best sum bid for the same, and therebeing no other person who would take any smaller portion of said property and pay the taxes, delinquency and costs thereon.

That immediately after said sale, the said party of the first part duly delivered to the said party of the second part the Certificate required by law; that more than one year

thereafter, to wit: on the 27th day of September, A.D. 1918, no redemption of said above described land and real estate having been made, pursuant to the Statutes in such case made and provided, by the owner thereof, or by any person whatever, J. S. Woodbury, the said party of the second part, became the owner of said described premises and legally entitled to this conveyance.

Now, therefore, the said party of the first part, pursuant to the Statute in such case made and provided, and in consideration of the said sum of $41.78 to him in hand paid, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the party of the second part, and to his heirs and assigns forever, all and singular the property and premises hereinbefore described, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, as well in law as in equity of the said J. S. Woodbury and of all owners and claimants thereof, known or unknown, and of all owners and claimants, of any interest, present or future, therein, or any lien upon, in or to the above described land and real estate, and every part and parcel thereof, with the appurtenances, or which they--either or each of them--- had or possessed on the day of said levy or assessment.

To have and to hold, all and singular, the above mentioned and described premises, together with the appurtenances thereof unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said Tax Receiver, the said party of the first part hereto, has hereunto set his hand and affixed the Seal of said Lyon County, the day and year in this Indenture first above written.

Chas. A. McLeod,
Clerk

(Official Seal)

By Ruel E. Lothrop, Dep.
County Clerk and ex officio Treasurer and Tax Collector of Lyon County, Nevada.

Signed, Sealed and Delivered in the presence of

STATE OF NEVADA,)
) ss.
County of Lyon.)

On this 27th day of September, A.D. One thousand nine hundred and eighteen, before me Clark J. Guild, a Notary Public in and for Lyon County, State of Nevada, personally appeared C Has. A. McLeod, personally known to me to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same, freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Notarial Seal at my office in said County the day and year in this Certificate first above written.

Clark J. Guild

(Noterial Seal)

Notary Public in and for Lyon County
State of Nevada.

My commission expires Nov. 11th, 1921.

Recorded at Request of J.S. Woodbury, Sept. 27, 1918, at 40 Min. past 1 P.M.

James A. Barton

County Recorder.

of Lyon County, Nevada, in Book "I" of Mining Deeds at page 38.

TOGETHER with all the dips, spurs and angles, and also all the metals, ores, gold and silver bearing quartz, rock and earth therein; and all the rights, privileges and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and, also, all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof; and, also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances and privileges thereunto incident, unto the said party of the second part, its successors and assigns forever. IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Jennie E. Woodbury

STATE OF OREGON.)
) ss.
County of Multnomah.)

Be it remembered, that on this 22nd day of September, 1919, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named Jennie E. Woodbury, personally known to me to be the identical individual described in and who executed the within and foregoing instrument, and to me acknowledged that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year herein first above written.

(Notarial Seal)

C.S. Goldberg
Notary Public for Oregon

My commission expires Feb. 15, 1922.

Recorded at Request of Geo. L. Sanford, Oct. 1, 1919 at 4 min. past 9 A.M.

Jas. F. Bartin
County Recorder

File No. 22400

THIS INDENTURE, made the 22nd day of September, 1919, between Jennie E. Woodbury, of Carson City, Ormsby County, State of Nevada, the party of the first part, and THE COMSTOCK MILL AND MINING COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Nevada, the party of the second part,

W I T N E S S E T H :

That the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00), gold coin of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, and convey unto the said party of the second part, and to its successors and assigns forever, the following described property, to-wit:

Cyanide Plant; Electric Motor. Eastern Slope Mill Site, lot 103 A; Bacon Mill site, lot 86 B; French Mill Site, lot 582; French Mill site, lot 99 B; S.E. corner lot 251 B; Lots E, 4, 5, & 7 B 4 and North portion lots 127, 294 B. A.; Foundry lot and improvements; Bailer and Hope Mill site; Blair house and lot.

Also all real and personal property belonging to the estate of J.S. Woodbury, deceased, save and except that certain property described as follows, to-wit: The

John Dunne lot, and numbered lot #109, on the official map on file in the Recorder's office at Yerington, Lyon County, Nevada, drawn by Ross E. Brown; and all buildings and structures thereon. Area of lot is forty one hundredths acres. It being intended to convey all of said real and personal property belonging to said estate except as herein referred to, to the second party, whether correctly described or not.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written,

Jennie E. Woodburn

Subscribed and sworn to before me
me this 29th day of August, 1919.

Layton Wisdom
Notary Public for Oregon.

My commission expires April 6, 1920.

STATE OF OREGON,)
County of Multnomah.) ss.

Personally appeared before me, C.S. Goldberg, a Notary Public of the State of Oregon, Jennie E. Woodbury, known to me to be the person who signed and executed the foregoing instrument, who on oath, acknowledged, that she signed and executed the same freely and voluntarily and for the purposes and uses therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at my office in the City of Portland, State of Oregon, this 22nd day of September, 1919.

(Notarial Seal)

C.S. Goldberg,
Notary Public, State of Oregon.

My commission expires Feb. 15, 1922.

Recorded at Request of Geo. L. Sanford, Oct. 1, 1919 at 5 min. past 9 A.M.

Jas F. Barton
County Recorder

THIS INDEN
nine hundred and
the City of Yerin
Right Rev. Thomas
successors in off
WITNESSETH:
of the sum of One
in hand paid by th
hereby acknowledg
sents do grant, b
their successors
of land situate in
and described as f
Beginning at
Streets, running t
a distance of one
of one hundred fi
Virginia Street a
East along the Sou
Street a distance
Said described lot
Section Fifteen, T
This Deed is
errors, omissions
interest of the gr
is of record in Bo
TOGETHER wit
thereunto belongin
remainder and rema
TO HAVE AND
appurtenances unto
forever;
IN WITNESS W
the day and year ir

Signed and Delivered
Clar

STATE OF NEVADA,)
County of Lyon.)
on this 26th
before me Clark J. G
personally appeared
me to be the same pe
and they, and each of

Z - 325

Nevada, Delle B. Boyd County Recorder By T. L. Taylor Deputy
Recorded at Request of Bell Telephone Company July 29, 1930 at 15 Min. [illegible]

Jas. F. Barton
COUNTY RECORDER

FILE NO. 37293

This Indenture made the 29th day of July, A. D. 1930, by and between [illegible] Lothrop, County Clerk and Ex-Officio Treasurer and Tax Receiver of Lyon County, Nevada, the party of the first part, and George Fuerman, of Lyon County, Nevada, the party of the second part, WITNESSETH: that WHEREAS, and by authority of an order of the Board of County Commissioners of Lyon County, Nevada, at a regular meeting of said Board held on the 5th day of June, A. D. 1930 the party of the first part was authorized and directed to offer for sale to the highest bidder for cash, in lawful money of the United States of America, the property hereinafter described, and previous to the date of said sale to post notices of the same in three public places in the County of Lyon, State of Nevada, for a period of thirty days (the assessment valuation of said property being less than the sum of $500.00) and fixing the time and place of sale to be at least thirty days after the date of posting of said notices; and Whereas, thereafter, to-wit: on the 13th day of June, A. D. 1930, notices setting the time and place of holding said sale were posted in three public places in the County of Lyon, State of Nevada. One of said notices being posted on the property hereinafter described, in compliance with the order of said Board of County Commissioners of Lyon County, Nevada, and setting Monday, the 14th day of July, A. D. 1930, at the hour of 1 o'clock P. M. of said day in front of the Court House at the City of Yerington, Lyon County, Nevada, as the time and place of holding said sale; and on said date the party of the second part herein, George Guerman, appeared and bid the sum of Twenty-five ($25.00) dollars for said property, he being the highest and best bidder and there being no other persons who would offer a greater sum for said property, the same was sold to said George Fuerman, party of the second part herein, subject to the confirmation by the Board of County Commissioners of Lyon County, Nevada; and WHEREAS, under and by virtue of an order of the Board of County Commissioners of Lyon County, Nevada, of the date the 23th day of July, A. D. 1930, the said sale so made as aforesaid was duly confirmed and the Clerk of said Board was authorized and instructed and directed to issue a deed of said property to said purchaser, George Fuerman, for the amount of said bid.

NOW THEREFORE THIS INDENTURE WITNESSETH: That said party of the first part pursuant to said order aforesaid, and for and in consideration of the sum of Twenty-five ($25.00) dollars, lawful money of the United States of America to him in hand paid by the said second party, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said second party, and to his heirs and assigns all the right, title and interest of Lyon County, Nevada, of, in and to the following described property situate in Lyon County, Nevada, and described as follows, to-wit:

Lot west side Dayton road & millsite, known as the Fish & Ray Millsite described as lots 102-3 & 133 on the townsite map of Silver City. Also lots 273-274 & 275 [illegible] Silver City Townsite all of above property in Silver City, Lyon County, Nevada.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversion, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand the day and year first above written.

(Official Seal)

Ruel E. Lothrop
County Clerk & Ex-Officio Treasurer of Lyon County, Nevada.

STATE OF NEVADA,)
County of Lyon.)

On this 28th day of July, A. D. 1930, personally appeared before me, John R. Ross, a Notary Public, in and for the County of Lyon, State of Nevada, Ruel E. Lothrop, County Clerk and Ex-Officio Treasurer of Lyon County, Nevada, personally known to me to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that as such officer her executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Official Seal at my office in the County of Lyon, State of Nevada, the day and year first above written.

(Notarial Seal)

John R. Ross
Notary Public in and for Lyon County, Nevada.

Recorded at Request of Ruel E. Lothrop July 30, 1930 at 35 Min. past 1 P. M.

Jas. F. Barton
COUNTY RECORDER.

FILE NO. 37294

This Indenture made the 28th. day of July, A. D. 1930, by and between Ruel E. Lothrop, County Clerk and Ex-Officio Treasurer and Tax Receiver of Lyon County, Nevada, the party of the first part, and Clara Luzier of Lyon County, Nevada, party of the second part,

WITNESSETH, that WHEREAS, and by authority of an order of the Board of County Commissioners of Lyon County, Nevada, at a regular meeting of said Board held on the 5th day of June, A. D. 1930, the party of the first part was authorized and directed to offer for sale to the highest bidder for cash, in lawful money of the United States of America, the property hereinafter described, and previous to the date of sale to post notices of the same in three public places in the County of Lyon, State of Nevada, for a period of thirty days (the assessed valuation of said property being less than the sum of $500.00) and fixing the time and place of sale to be at least thirty days after the date of posting of said notices; and Whereas, thereafter, to-wit: on the 13th day of June, A. D. 1930, notices setting the time and place of holding said sale were posted in three public places in the County of Lyon, State of Nevada. One of said notices being on the property hereinafter described, in compliance with the order of said Board of County Commissioners of Lyon County, Nevada, and setting Monday, the 14th day of July, A. D. 1930 at the

County of Lyon

Oliver A. Haeger
County Recorder

Recorded at request of Robt. A. Allen, May 25th, 1933 at 35 min. past 9
o'clock A.M.

Jas. F. Barton
COUNTY RECORDER

FILE NO. 39473

DEED

THIS INDENTURE, made the 22nd day of September, 1932, between The Comstock Mill and Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Nevada, party of the first part, and George Fuerman, of Virginia City, Nevada, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.), lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, that certain lot or parcel of land in Silver City, Lyon County, Nevada, described as follows, to-wit:

Lot number one hundred and three (103) of Tract A as shown by Ross E. Browne's Map of Silver City Town Site and known as "Eastern Slope Mill Site."

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

IN WITNESS WHEREOF the said party of the first part by and through proper officers, thereunto duly authorized by resolution of its board of directors, has caused its corporate name and seal to be hereunto affixed the day and year first above written.

(Corporate Seal)

The Comstock Mill and Mining Company
By George L. Sanford, Vice-President
By Jennie E. Mills, Secretary

STATE OF NEVADA)
County of Ormsby) ss.

On this 22nd day of September, 1932, personally appeared before me, Mabel H. Stewart, a Notary Public in and for the said County of Ormsby, George L. Sanford and Jennie E. Mills, known to me to be the Vice-President and Secretary, respectively, of the corporation that executed the foregoing instrument, and upon oath each for himself and not one for the other, did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Ormsby, the day and year in this certificate first above written.

(Notarial Seal)
My Commission expires Jan. 17, 1933

Mabel H. Stewart
Notary Public

Book 27

Book 27

Recorded at the request of George Fuerman, May 26th, 1933, at 3 min. past 11 o'clock A.M.

Jas. F. Bartan
COUNTY RECORDER

FILE NO. 39478

DEED—PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS: That GUISEPPE BURALLI, the undersigned, owner of the land hereinafter described, in consideration of the sum of One dollars ($1.00), gold coin of the United States, receipt of which is hereby acknowledged, and of the location and establishment of a State Highway, in accordance with an Act entitled "An Act to provide a General Highway Law for the State of Nevada," approved March 23, 1917, over said land, and the benefits to accrue to him thereby, does hereby signify his approval of the location of said Highway and does consent to the establishment thereof over said land and does hereby grant and convey to the State of Nevada the right of way and incidents thereto for said Highway over and across the following-described lands and premises, lying and being in the County of Lyon, State of Nevada, and more particularly described as follows, to wit: A portion of the NE¼ of the SW¼ of Section 12, T. 16 N., R. 21 E., M.D.B.& M.

Said right of way for Public Highway to be 100 feet wide, described as follows, to wit: A parcel or strip of land 100 feet wide which lies and is within the lands of Guiseppe Buralli, 50 feet on each side of a certain center line said center line described as follows, to-wit:

Beginning at the intersection of the center line of the proposed State Highway and the west boundary of the NE¼ of the SW¼ of Sec. 12, T. 16 N., R. 21 E., M.D.B.&M. at approximately Engineer's Station "H"44+22.76 P.O.C. said point of beginning further described as bearing South 583.97 feet from the W 1/16 corner of said Sec. 12, thence from a tangent which bears N. 39°11'48" E. curving to the right with a radius of 5000 feet thru an angle of 9°16'47" a distance of 809.81 feet to the point of ending at the intersection of the center line of the proposed State Highway and the north boundary of the NE¼ of the SW¼ of said Sec. 12 at approximately Engineer's Station "H"52+32.57 P.O.C. said point of ending further described as bearing East 559.76 feet from the W 1/16 corner of said Sec. 12.

Said right of way for Public Highway containing 1.86 acres more or less.

The undersigned hereby waive all claim for damage or compensation for and on account of the establishment of said State Highway, except as herein provided: The State of Nevada, Department of Highways will construct an approach road at a place designated by the undersigned at the time of construction.

The State of Nevada shall have the right to adopt and improve the whole or any part of the right of way hereby granted, subject to the provisions of an Act entitled "An Act to provide a general highway law for the State of Nevada," approved March 23, 1917, and any subsequent amendments thereto.

IN WITNESS WHEREOF, I have set my hand and seal this 17th day of May, 1933.

Signed, sealed and delivered in the presence of Guiseppe Buralli (Seal)(Seal)(Seal)(Seal)(Seal)

Ray Parlanti

STATE OF NEVADA, }
County of Lyon } ss.

On this 17th day of May, A.D. 1933, personally appeared before me Dale B. Pruett, a Notary Public, in and for Ormsby acting in Lyon County, Guiseppe Buralli know (or proved) to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the

(50) feet to the place of beginning, containing eleven (11) acres of land more or less.

PARCEL TWO: Those certain five (5) lots of land designated on Map "B" of that certain town site of Silver City made by Ross E. Browne and on file in the office of the County Recorder of said Lyon County, as lot two hundred and seventy-seven (277) containing 2 13/100 acres, more or less; lot two hundred and seventy-eight (278) containing 2 25/100 acres, more or less; lot two hundred and seventy-nine (279) containing 2 85/100 acres, more or less; lot two hundred and eighty (280), containing 82/100 of an acre, more or less, and lot two hundred and eighty-three (283), containing 35/100 of an acre, more or less; excepting from said Lots Nos. 277, 278 and 279, any part thereof within that certain highway known as the CARSON TOLL ROAD.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF the said party of the first part has through its proper officers thereunto duly authorized by resolution of its board of directors, caused its corporate name and seal to be hereunto affixed the day and year first above written.

(Corporate Seal)

$50. Internal Revenue Stamps affixed and cancelled

HOBART ESTATE COMPANY

BY Farnham P. Griffiths
Its Vice President

BY H. G. Stevenson
Its Secretary

STATE OF CALIFORNIA)
CITY AND COUNTY OF SAN FRANCISCO.) SS.

On this 10th day of October, 1933, before me, Frank L. Owen, a Notary Public in and for said city and county, residing therein, duly commissioned and sworn, personally appeared Farnham P. Griffiths and H. G. Stevenson, known to me to be the Vice-President and Secretary, respectively of the HOBART ESTATE COMPANY, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same. F.L.O.-N.P.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(Notarial Seal)

My Commission Expires Nov 22, 1933.

Frank L. Owen

Notary Public in and for the City and County of San Francisco, State of California.

Recorded at Request of George L. Sanford, Oct. 17, 1933 at 50 Min. past 10 A. M.

JAS. F. BARTON
County Recorder

By J. E. O'Connor
Deputy

FILE NO. 40168

DEED

THIS INDENTURE made the 18th day of October, 1933, between GEORGE FUERMAN, of Virginia City, Nevada, party of the first part, and DAYTON CONSOLIDATED MINES COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Nevada, party of the second part,

Book 27
Pg 429

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.), lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all those certain lots, pieces or parcels of land locate, situate and being in Lyon County, Nevada, and more particularly described as follows, to-wit:

Lots 101, 102 and 103, as shown by Ross E. Brown's map of Silver City Townsite and known as the "Eastern Slope Mill Site," on file in the office of the County Recorder of Lyon County, Nevada.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

George Fuerman (Seal)

STATE OF NEVADA, }
COUNTY OF ORMSBY. } SS.

On this 18th day of October, 1933, personally appeared before me, MABEL H. STEWART, a Notary Public in and for said County of Ormsby, GEORGE FUERMAN, known to me to be the person described in and who executed the annexed instrument, who acknowledged to me that he executed the same, freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the County of Ormsby, the day and year in this certificate first above written.

(Notarial Seal)

Mabel H. Stewart

Notary Public in and for the County of Ormsby, State of Nevada. My Commission Expires Jan. 17th, 1937.

Recorded at Request of George L. Sanford, Oct. 20, 1933 at 30 Min. past 9 A. M.

JAS. F. BARTON
County Recorder
By J. E. O'Connor
Deputy

FILE NO. 40171

This instrument exempt from documentary stamp tax

GRANT DEED

WINFRED A. PRAY and JULIA S. PRAY, his wife, of Fernley, Lyon County, Nevada, Grantors, for and in consideration of the sum of One and No/100 Dollars ($1.00) to them in hand paid, receipt whereof is hereby acknowledged, do hereby grant to THE FEDERAL LAND BANK OF BERKELEY, a corporation, organized and existing under the Federal Farm Loan Act, with its principal place of business in Berkeley, California, Grantee, and to its successors and assigns forever, all that real property situate in the County of Lyon, State of Nevada, and bounded and described as follows, to-wit:

Farm Unit "D", or the West half of the Southwest quarter of Section 12, Township 20 North, Range 24 East, Mount Diablo Base and Meridian, containing 80 acres, more or less.

Excepting therefrom a tract of land described as beginning at the Southeast

above written.

(Notarial Seal)

My Commission Expires_____

W. J. Henley

Notary Public, Storey County, Nevada.

Recorded at Request of Dayton Con. Mines Co., Feb. 28, 1935, at 6 Min. past 1 P.M.

28-194- Deeds

JAS. F. BARTON
County Recorder

By J. E. Connor
Deputy

FILE NO. 41600

DEED

THIS INDENTURE made the 30th day of November, 1934, between GEORGE FUERMAN, of Silver City, Lyon County, Nevada, party of the first part, and DAYTON CONSOLIDATED MINES COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Nevada, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.), lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain lot, piece or parcel of land locate, situate and being in Lyon County, Nevada, and more particularly described as follows, to-wit:

Lot 103, Tract A, as shown by Ross E. Browne's map of Silver City Townsite, and known as the "Eastern Slope Mill Site," on file in the office of the County Recorder of Lyon County, Nevada.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand the day and year first above written.

George Fuerman

STATE OF NEVADA,)
) SS.
COUNTY OF Ormsby)

On this 30 day of November, 1934, personally appeared before me, Mabel H. Stewart, a Notary Public in and for said County of Ormsby, GEORGE FUERMAN, known to me to be the person described in and who executed the foregoing instrument,

who acknowledged to me that he executed the same, freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the County of Ormsby, the day and year in this certificate first above written.

(Notarial Seal)

Mabel H. Stewart

My Commission Expires
Jan. 17, 1937

Notary Public in and for the
County of Ormsby, State of Nevada.

Recorded at Request of Dayton Con. Mines Co. Feb. 28, 1935, at 7 Min. past 1 P. M.

JAS. F. BARTON
County Recorder

By J. E. Connor
Deputy

FILE NO. 41604

DEED

THIS INDENTURE, made the twenty-eighth day of February one thousand nine hundred and thirty-five BETWEEN Julia A. Lothrop, of Yerington, Lyon County, Nevada the party of the first part, and H. C. Hansen of Yerington, Lyon County, Nevada the party of the second part,

WITNESSETH: That the said party of the first part, in consideration of the sum of Twenty (20.00) dollars, lawful money of the United States of America, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, and sell unto the said party of the second part, and to his heirs and assigns forever, all those certain lots, piece.. or parcels of land situate in the the City of Yerington, County of Lyon, State of Nevada, and bounded and described as follows, to-wit:

Vacant Lots Six and Seven in Block Six in the Barton Addition on the West side of Center Street, adjoining the L. B. Miller property and being 100 feet on said Center Street, in the City of Yerington.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set her hand the day and year first above written.

Signed and Delivered in the Presence of

Julia A. Lothrop

STATE OF NEVADA,)
(ss.
County of Lyon.)

On this 28 day of February, A. D. 1935, before me, Jas. F. Barton, County Recorder in and for the [illegible]

Deeds 29-217

By J. E. Ulmer Deputy

FILE NO. 43930

DEED - PUBLIC HIGHWAY

KNOW ALL MEN BY THESE PRESENTS: That DAYTON CONSOLIDATED MINES COMPANY the undersigned, owner of the land hereinafter described, in consideration of the sum of One and no/100 dollars ($1.00), lawful money of the United States, receipt of which is hereby acknowledged, and of the location and establishment of a State Highway, in accordance with an Act entitled "An Act to provide a General Highway Law for the State of Nevada," approved March 23, 1917, over said land, and the benefits to accrue to it thereby, does hereby signify its approval of the location of said Highway and does consent to the establishment thereof over said land and does hereby grant and convey to the State of Nevada the right of way and incidents thereto for said Highway over and across the following-described lands and premises, lying and being in the County of Lyon, State of Nevada, and more particularly described as follows, to wit:

A portion of Lots 101, 102 and 103 of the Silver City Townsite, referred to as set forth in the map of Ross E. Browne as of survey of 1874, situate in the NW¼ of the NW¼ of Section 16, T. 16 N., R. 21 E., M. D. B. & M.

Said right of way for Public Highway to be one hundred feet wide, described as follows, to wit:

A parcel or strip of land one hundred feet wide which lies and is within the lands of the DAYTON CONSOLIDATED MINES COMPANY, being 50 feet wide on each side of a certain center line of the State Highway, said center line more fully described as follows, to wit:

Beginning at the intersection of the center line of the State Highway and the easterly boundary of lot 102 at approximately Engineer's Station "X" 271+29.61 P.O.C., said point of beginning further described as bearing S. 80° 53' 40" E. a distance of 1336.88 feet from the Northwest corner of Section 16, T. 16 N., R. 21 E., M. D. B. & M., thence from a tangent which bears S. 25° 18' 40" W. curving to the left along the center line of the State Highway with a radius of 500 feet through an angle of 38° 11' 10" a distance of 333.23 feet to the point of ending at Engineer's Equation "X" 274+62.84 P.T. equals "C" 148+85.34 P.O.T., said point of ending further described as bearing S. 67° 17' E. a distance of 1392.18 feet from the Northwest Corner of Section 16, T. 16.N., R. 21 E., M. D. B. & M.

Said right of way for public highway containing 0.76 acres more or less.

The undersigned company hereby waives all claim for damageor compensation for and on account of the establishment of said State Highway, except as herein provided: The State of Nevada, Department of Highways will cause the following provisions to be carried out: (1) Remove small shed, transformer switchboard, and ore bin at approximately Engineer's Stations "X" 271+60+ and "X" 271+88+ Right. The above item as listed after removal shall be stockpiled at a location designated by undersigned upon the premises of the above mentioned lots. (2) Extend 18" C.M.P., 70+ feet to replace present flume at Highway Engineers Station "X" 272+41+. (3) Extend present C.M.P. at Engineer's Station "X" 272+52+ paralleling existing flume.

The State of Nevada shall have the right to adopt and improve the whole or any part of the right of way hereby granted, subject to the provisions of an Act entitled "An Act to provide a general highway law for the State of Nevada," approved March 23, 1917, and any subsequent amendments thereto.

IN WITNESS WHEREOF, The undersigned company, by and through its officers duly authorized, has signed its corporate name and affixed its corporate seal this 2nd day of March, 1937.

Signed, sealed and delivered in the presence of

(Corporate Seal)

DAYTON CONSOLIDATED MINES COMPANY

By Homer L. Gibson (Seal)
President
By ..... (Seal)
Vice President
By W. J. Henley (Seal)
Secretary.

STATE OF NEVADA,)
(ss.
County of Storey.)

On this 4th day of March, A. D.,1937, personally appeared before me P. R. Coryell, a Notary Public, in and for Storey County, Nevada Homer L. Gibson known (or proved) to me to be the President of the corporation that executed the foregoing instrument, and upon oath, did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers ofsaid corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

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

(Notarial Seal)

P. R. Coryell

Notary Public

Recorded at Request of State Highway Dept. Mar. 9, 1937 at 30 Min. past 3 P. M.

JAS. F. BARTON
County Recorder

By _____
Deputy

FILE NO. 43932

THIS INDENTURE, made this 10th day of March A. D. 1937, between RUEL E. LOTHROP, County Clerk and ex-officio Treasurer and Tax Receiver of Lyon County, State of Nevada, party hereto of the first part and George Eglin of the Town of Dayton, County of Lyon, State of Nevada, party hereto of the second part, witnesseth:

That, whereas, the said RUEL E. LOTHROP, heretofore and at the time of the levy, publication and sale hereinafter mentioned, was ex-officio Tax Receiver of Lyon County, Nevada, by virtue of and in conformity with an Act of the Legislature of the State of Nevada, entitled "An Act to provide revenue for the support of the government of the State

parties of the second part in the foregoing instrument, and that said instrument is made in good faith, and without any design to hinder, delay or defraud creditors.

Subscribed and sworn to before me this 24th day of June, 1948.

DANA V. HUMPHREY

My commission expires November 26, 1954. Notary Public.

(Notarial Seal)

Recorded at the request of Sierra Pacific Power Co. July 1, 1948 at 1 min. past 9 A. M.

James F. Barton
County Recorder.
By Charles B. Newcomb

S-526 Mtgl Records

FILE NO. 56001

TRUST DEED

THIS INDENTURE dated April 1st, 1948, between DAYTON CONSOLIDATED MINES COMPANY, a corporation organized and existing under the laws of the State of Nevada, having its office and place of business at Silver City, Lyon County, Nevada, and having its Post Office address at Virginia City, Storey County, Nevada, (hereinafter called the "Company"), party of the first part, and

FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA, a corporation organized and existing under the Acts of Congress of the United States of America, having its principal office and place of business at Reno, Washoe County, Nevada as Trustee (hereinafter called the "Trustee") party of the second part,

W I T N E S S E T H:

WHEREAS, the Company is engaged in prospecting, exploring, mining, milling, and treating gold, silver and other mineral ores and the conducting of business necessary and appurtenant thereto, in Lyon and Storey Counties, Nevada; and

WHEREAS, the Company in exercising all its corporate powers and for the purpose of furthering and accomplishing its corporate objects and purposes, and pursuant to due corporate action has determined to create an issue of First Lien 5% Convertible Bonds (hereinafter called the "Bonds"), in an aggregate principal amount not exceeding One Hundred Fifty Thousand ($150,000.00) Dollars at any time outstanding and to secure the same by this Indenture; and

WHEREAS, the Company has determined to create the bonds in substantially the form and on the terms and subject to the conditions hereinafter set forth; and has determined to create and issue forthwith said One Hundred Fifty Thousand ($150,000.00) Dollars in principal amount, all of said Bonds to be known as "First Lien 5% Convertible Bonds", due in five (5) years from June 1, 1948, and to contain such provisions as are hereinafter specified; and

WHEREAS, the text of all of the First Lien 5% Convertible Bonds, due as hereinbefore set

Notice of default filed 3/23/54 - book 7 page 577

forth, of the coupons for interest to be thereunto annexed and of the Trustee's certificate to be endorsed thereon is to be substantially as follows, to-wit:

(Form of First Lien 5% Convertible Bond, due June 1, 1953.)

No._____ $1,000

DAYTON CONSOLIDATED MINES COMPANY
First Lien 5% Convertible Bond
Due June 1, 1953

Dayton Consolidated Mines Company, a corporation organized and existing under the laws of the State of Nevada (hereinafter called the "Company"), for value received, hereby promises to pay to the bearer hereof, on the first day of June, 1953, the principal sum of One thousand ($1,000) dollars in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest on said principal sum in like coin or currency from the date of issuance until this bond shall be paid or the payment or redemption thereof duly provided for at the rate of five (5%) percent per annum payable semi-annually on the first days of June and December of each year, but, in respect of such interest instalments as are evidenced by coupons hereto attached, only upon presentation and surrender of such coupons as they shall severally mature. The principal of and interest on this bond, as well as any premium payable on the redemption hereof prior to maturity, are payable at the principal office of First National Bank of Nevada, Reno, Nevada in the City of Reno, County of Washoe, Nevada.

This Bond is one of a duly authorized issue of Bonds of the Company designated as its "First Lien 5% Convertible Bonds" limited in the aggregate principal amount of not exceeding One Hundred Fifty Thousand (150,000) Dollars, all issued or to be issued in one or more series pursuant to and secured equally and ratably by an Indenture of Trust Deed (hereinafter called the "Indenture"), dated April First, 1948, between the Company and First National Bank of Nevada, Reno, Nevada, as Trustee. Reference is hereby made to the Indenture for a description of the properties liened, the nature and extent of the security, and the rights and remedies of the holders of the Bonds and coupons with respect thereto, and the limitations of said rights and remedies under the Indenture, the terms and conditions upon which the Bonds and coupons are secured and the rights, duties and obligations of the Company and of the Trustee under the Indenture, to all of which the holder hereof consents by acceptance hereof.

In the Indenture the Company has covenanted to pay the principal and interest and the premium, if any, on this Bond without deduction for any tax or taxes (other than estate, succession, inheritance, and income taxes which may be lawfully imposed under any present or future law of the State of Nevada or such other State as the owner and holder is a resident thereof, and/or of any municipal or political subdivision thereof, on this Bond or upon the ownership, hereof, not exceeding in the aggregate four(4) mills per annum on each dollar of the taxable value, not in excess of the principal amount hereof which the Company or the Trustee or any paying agent may be authorized or required or permitted to pay on the principal hereof, or to deduct or retain from the principal of, or interest on this Bond; the Company in the Indenture agreeing to pay such tax in so far as it may lawfully do so, subject to the terms and conditions in the Indenture set forth.

This Bond is intended to be negotiable and shall pass by delivery upon payment of any stamp taxes or other governmental charges which may be required to be paid with respect thereto. The coupons hereto appertaining shall be negotiable and transferable by delivery and payable to bearer, and payment to the bearer thereof shall fully discharge the Company in respect of the interest therein mentioned.

If an event of default as defined in the Indenture shall occur, the principal of all

the Bonds at any such time outstanding under the Indenture may be declared due and payable upon the conditions and in the manner and with the effect in the Indenture provided.

The First Lien 5% Convertible Bonds due June 1, 1953, may be redeemed on or after one year from the date hereof, prior to maturity, at the option of the Company at any time upon the first day of any calendar month, as a whole or from time to time in part, at thier principal amount and accrued interest, plus a premium of five (5%) percent upon thirty (30) days' notice by publication published once a week for two successive weeks in a newspaper of general circulation in the Cities of Reno, Nevada, San Francisco, California, and Pittsburgh, Pennsylvania. Said redemption date or dates to be as set forth in said advertisements at a time thirty (30) days after the date of the first publication in any of said newspapers. The First Lien 5% Convertible Bonds due as hereinbefore set forth, are subject to and entitled to the benefit of the Sinking Fund provisions as provided in the Indenture, and each of said First Lien 5% Convertible Bonds are subject to redemption at One hundred (100%) percent of the principal amount and accrued interest to the date of redemption as set out in said notice or notices given in the manner specified. If this Bond shall become due for redemption or shall be called for redemption and payment duly provided therefor as specified in the Indenture, interest shall cease to accrue thereon from and after the due date or the date fixed for redemption, and in the case of Bonds being called for redemption coupons for such interest subsequently maturing, shall be void.

The First Lien 5% Convertible Bonds of which this is one, shall be convertible at the option of the holder thereof by presentation to the Trustee at any time prior to the actual redemption payment, on the basis of Three thousand (3,000) shares of the Common Capital Stock of One ($1.00) dollar par value of the Company for each One thousand ($1,000) dollar par value of First Lien 5% Convertible Bonds.

No recourse under or upon any obligation, covenant or agreement contained in this Bond or in any coupon appertaining hereto or in the Indenture shall be had against any past, present or future stockholder, officer, or director of the Company or of any successor corporation, as such, either directly or through the Company or otherwise, whether by virtue of any constitution, statute or rule of law, or otherwise, all such liability being by the acceptance hereof expressly waived and released.

The provisions of the Indenture may be amended or modified by supplemental indenture to the extent and in the manner provided therein, but no such amendment or modification shall be made or effected so as to (a) reduce the principal of, or the rate of interest payable on, this Bond; (b) postpone or extend the date fixed in the Bond or coupons for the payment of the principal of, or any instalment of interest on, the Bonds or affect the right of any Bondholder to institute suit for the enforcement of any such payment on or after the respective due dates expressed in the Bonds; (c) modify the term of payment of principal of or interest upon the Bonds or impose any conditions with respect to such payment; (d) permit the Company to create any other lien ranking prior to or on a parity with the lien of the Indenture; (e) affect the rights of the holders of less than all of the Bonds at the time outstanding; or (f) reduce the percentage of the principal amount of Bonds the consent of the holders of which shall be required for the authorization of any such modification or amendment.

Neither this Bond nor any of the coupons for interest appertaining hereto shall be entitled to any benefit under the Indenture or become valid or obligatory for any purpose, until First National Bank of Nevada, Reno, Nevada, the Trustee under the Indenture, or a successor Trustee thereunder, shall have executed the form of certificate endorsed herein.

IN WITNESS WHEREOF, the DAYTON CONSOLIDATED MINES COMPANY has caused this Bond to be signed in its corporate name by its President or one of its Vice presidents and by its Secretary or one of its Assistant Secretaries, and to be impressed or imprinted with its corporate

seal or facsimile thereof, attested by its Secretary or one of its Assistant Secretaries, and the attached interest coupons to be executed with the facsimile signature of its Treasurer, as of the 1st day of April, 1948.

DAYTON CONSOLIDATED MINES COMPANY,

By: Homer L. Gibson,
President

ATTEST:

W. J. Henley,
Secretary

(Form of Coupon)

No._____ $25.00

On the first day of_____, 19__, DAYTON CONSOLIDATED MINES COMPANY will pay to bearer, upon surrender hereof, at the principal office of FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA, in the City of Reno, Nevada, Twenty-five ($25.00) Dollars in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, being six (6) months' interest then payable on its First Lien 5% Convertible Bond, unless the Bond herein mentioned shall have been called for previous redemption and payment thereof made or duly provided for.

W. J. Henley,
Treasurer

(Form of Trustee's Certificate)

This is one of the Bonds of the series therein designated, described in the within mentioned Indenture.

FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA,

By

Authorized Signature

and

WHEREAS, the Trustee has power to enter into this Agreement and to accept and execute the trusts hereby created; and

WHEREAS, all of the requirements of law relating to the authorization of the Bonds and the execution of this Indenture and the lien and pledge hereby evidenced, all as in this Indenture provided, have been complied with; and all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid and binding obligations of the Company, and all things necessary to constitute this Indenture a valid and binding lien and deed of trust for the security of said Bonds and for the purposes in this Indenture set forth have been done and performed and have happened and the issue of said Bonds subject to the terms hereof and the execution of this Indenture have been in all respects duly authorized;

NOW, THEREFORE, in order to secure the payment of the principal and interest of all of the Bonds issued and outstanding under this Indenture, according to their tenor, purport and effect, and the performance and observance of all the covenants, agreements and conditions therein and herein contained, and to declare the terms and conditions upon which said Bonds are to be issued, authenticated, secured and held, and for and in consideration of the premises and of the purchase and acceptance of said Bonds by the holders thereof, and of the sum of One ($1.00) Dollar duly paid by the Trustee to the Company at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, DAYTON CONSOLIDATED MINES COMPANY, party of the first part, has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, mortgaged, pledged, assigned, transferred and set over, and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, mortgage, pledge, assign, transfer and set over unto FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA, as Trustee, party of the second part, and its successor or successors,

in the trusts hereby created, and its and their assigns, all and singular the following described properties, premises and rights of the Company, that is to say:

GRANTING CLAUSE

I.

All those certain patented and possessory mining claims, also all lots, pieces and parcels of land.

A. The following locate, situate and being in the Gold Hill Mining District, Storey County, State of Nevada, and more particularly described as follows, to-wit:

TRACT 1

Woodville Lode Claim, U. S. Survey No. 53, patent therefor being recorded in Book 35, page 114, Storey County, Nevada, Records.

Justice Claim, U. S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U. S.Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27 and the West 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C. Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56 in Block 8, Range D, Gold Hill.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and francises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Above covered by Deed from JUSTICE GOLD AND SILVER MINING COMPANY, a California corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated December 18, 1941, recorded in Book 62 of Deeds, Page 157, Records of Storey County, Nevada.

TRACT 2

Shoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in Book G. page 385, in the County Recorder's office, Storey County, Nevada.

Keystone Patented mining claim, being U. S.Survey No. 55, patent therefor being recorded in Book 36, page 56, Storey County, Nevada, records.

Chonta (sometime called the Front Lode), being U. S. Survey No. 117.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Above covered by Deed from the COMSTOCK KEYSTONE MINING COMPANY, a Nevada Corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated September 18, 1936, recorded in Book 62 of Deeds, Page 20 Records of Storey County, Nevada.

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, Page 33, Storey County, Nevada, Records.

Alto 11 (possessory), the certificate of location of which is recorded in Book G. Page 34.

Caledonia U. S.Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U. S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores,

gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

ABOVE covered by Deed from CONSOLIDATED CHOLLAR GOULD AND SAVAGE MINING COMPANY, a California corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated June 17, 1947, recorded in Book 62 of Deeds, page 536, Records of Storey County, Nevada.

TRACT 4

Lots numbered 16, 17, 19, 20, 21 and 22 in Block 6 of Range C of Gold Hill Townsite, Storey County, Nevada.

ABOVE covered by Deed from VINCENZO MARICONI, of Silver City, Nevada to the DAYTON CONSOLIDATED MINES COMPANY, dated May 28, 1940, recorded in Book 62 of Deeds, page 45, Records of Storey County, Nevada.

Part of Lot Number 18 in Block 6, Range C. of Gold Hill Townsite, Storey County, Nevada.

ABOVE covered by Deed from VINCENZO MARICONI, of Silver City, Nevada to the DAYTON CONSOLIDATED MINES COMPANY, dated March 31, 1942, recorded in Book 62 of Deeds, Page 168, Records of Storey County, Nevada.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

TRACT 5

Guardian, (possessory), the certificate of location is recorded in Book G, page 575, Storey County, Nevada, Records.

Defender, (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector, (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Gold King, (possessory), the certificate of location is recorded in Book G, page 574, Storey County, Nevada, Records.

ALL of above possessory claims located by Dayton Consolidated Mines Company.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

B. The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particularly described as follows, to-wit:

TRACT 6

The Dayton (Marble Lode, U. S. Survey No. 66)

ABOVE covered by Deed from the HOBART ESTATE COMPANY to DAYTON CONSOLIDATED MINES COMPANY, dated October 10, 1933, recorded in Book 27 of Deeds, Page 427, Records of Lyon County, Nevada.

Kossuth, U. S. Survey No. 63, recorded in Book B. of Surveys, Page 98, Lyon County, Nevada, Records.

ABOVE covered by Deed from the KOSSUTHMINING COMPANY to DAYTON CONSOLIDATED MINES COMPANY, dated April 1, 1936, recorded in Book K. of Mining Deeds, Page 466, Records of Lyon County, Nevada.

The Cherokee, U. S. Survey No. 75, patent therefor being recorded in Book B. Surveys, Page 105, Lyon County, Nevada, Records.

ABOVE covered by deed from Maud Lee Flood (widow of James L. Flood, deceased), and JAMES L. FLOOD (son of James L. Flood, deceased) to DAYTON CONSOLIDATED MINES COMPANY, MARY EMMA FLOOD STEBBINS (daughter of James L. Flood, deceased), dated October 22, 1934, recorded in Book K, of Mining Deeds Page 380, Lyon County, Nevada, Records.

The Alhambra, U. S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B Surveys, Page 74, Lyon County, Nevada, Records.

ABOVE covered by Deed from LILY EHRHORN, TRUSTEE OF THE ALHAMBRA MINING COMPANY, to DAYTON CONSOLIDATED MINES COMPANY, dated June 15, 1934, recorded in Book K, of Mining Deeds, Page 579, Lyon County, Nevada, Records.

Wedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Vol. P of Locations Page____, Lyon County, Nevada, Records.

ABOVE covered by Deed from C. N. MILLER to DAYTON CONSOLIDATED MINES COMPANY, dated September 28, 1933, recorded in Book K, of mining deeds, Page 371, Lyon County, Nevada, Records.

Mt. Grizzly (possessory) the certificate of location is recorded in Vol. Q of locations, Page 425, Lyon County, Nevada, Records.

ABOVE covered by Deed from FRANK R. GORDON to DAYTON CONSOLIDATED MINES CO., dated September 24, 1934, recorded in Book M, of Mining Deeds, Page 378, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S. of locations, Page 107, Lyon County, Nevada, Records.
(This possessory mining claim located by Dayton Consolidated Mines Company).

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Covered by Deed from the Hobart Estate Company to Dayton Consolidated Mines Company, dated October 10, 1933, recorded in Book 27 of Deeds, Page 427, Lyon County, Nevada, Records.

Number 239, Covered by Deed from VIDA BOYLE AND ANNA F.LACROUTS to DAYTON CONSOLIDATED MINES COMPANY, dated November 24, 1934, recorded in Book 28 of Deeds, Page 193, Lyon County, Nevada, Records.

Numbers, 273-274 and 275, Covered by Deed from FRED BENNETTS to DAYTON CONSOLIDATED MINES COMPANY, dated December 13, 1934, recorded in Book 28 of Deeds, Page 320 Lyon County, Nevada, Records.

Number, 103 and known as "Eastern Slope Mill Site," covered by Deed from GEORGE FUERMAN to DAYTON CONSOLIDATED MINES COMPANY, dated November 30, 1934, recorded in Book 28 of Deeds, Page 194, Lyon County, Nevada, Records.

Numbers 101-102 and 133, Covered by Deed from GEORGE FUERMAN to DAYTON DONSOLIDATED MINES COMPANY, dated October 18, 1933, recorded in Book 27 of Deeds, Page 428, Lyon County, Nevada, Records.

Numbers 129-134-135-136 and 180, Covered by Deed from ANNA F.LACROUTS to DAYTON CONSOLIDATED MINES COMPANY, dated April 6, 1934 recorded in Book 28 of Deeds, Page 192, LyonCounty, Nevada, Records.

Part of Lot 104 and all of Lot 286, Covered by Deed from MARY E. BONHAM and LAURA F. GREELEY to DAYTON CONSOLIDATED MINES COMPANY, dated December 4, 1933, recorded in Book 27 of Deeds, Page 477, Lyon County, Nevada, Records.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

TRACT 7

Best Mining Claim, U. S. Survey No. 149 (patented).

Comet North Extension Mining Claim, U. S. Survey No. 150, (patented) recorded in Book M. of Deeds, Page 327, Lyon County, Nevada, Records.

Comet Lode Mining Claim, U. S. Survey No. 123 (patented), recorded in Book M. of Mining Deeds, Page 55, Lyon County, Nevada, Records.

Lanzac Mining Claim, U. S. Survey No. 133, (patented), recorded in Book M of Mining Deeds, Page 65, Lyon County, Nevada, Records.

Northern Bell Mining Claim, U. S. Survey No. 158 (patented), recorded in Book M of Mining Deeds, Page 59, Lyon County, Nevada, Records.

Northern Bell No. 2 Mining Claim, U. S. Survey No. 151, (patented) recorded in Book M of Mining Deeds, Page 63, Lyon County, Nevada, Records.

Golden Eagle Mining Claim, U. S. Survey No. 157 (patented) recorded in Book M of Mining Deeds, Page 57, Lyon County, Nevada, Records.

Brodek Mining Claim, U. S. Survey No. 1703 (patented), recorded in Book M of Mining Deeds, Page 61, Lyon County, Nevada, Records.

Great Republic Mining Claim (possessory), recorded in Vol. A. of Locations, Page 76, Lyon County, Nevada, Records.

Lilly Mining Claim (possessory) recorded in Vol. O of Locations, Page 635, Lyon County, Nevada, Records.

Bandy Mining Claim (possessory) recorded in Vol. O of Locations, Page 634, Lyon County, Nevada, Records.

Homer Mining Claim (possessory) recorded in Vol. P of Locations, Page 187, Lyon County, Nevada, Records.

ALL above claims covered by Deed from CLARA I. BOWEN to DAYTON CONSOLIDATED MINES COMPANY, dated November 15, 1943, recorded in Book N of Mining Deeds, Page 187, Lyon County, Nevada, Records.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

II.

ALSO all other real estate, minerals, ores (in place or severed, and proceeds from the sale thereof, if severed) and interests in and appurtenant to the same belonging to the Company on the date of this Indenture, also all other real estate, minerals, ores (in place or severed, and proceeds from the sale thereof, if severed) and interests in and appurtenant to the same hereafter acquired by the Company.

III.

ALSO all mines, mills, plants, buildings, offices, furnaces, forges, tipples, shafts, fixtures, power plants, pumping plants, boiler houses, engine houses, engines, boilers, machinery, belting, cables, shafting, mine cars, cranes, bridges, ovens, tanks, cupolos, machine shops, industrial tanks, railroad rails, railroad tracks and sidings, switches, elevators, conveyors, binns, pipes and fittings, diamond drills, drills of every description, scales, tools of every description now owned or hereafter acquired by the Company and which now are or hereafter may be situated upon a part of or appurtenant to any of the lands and properties subject to this Indenture.

TOGETHER with all and singular the improvements, buildings, structures, fixtures, mines, mills and plants located on, the interest of the Company in the roads, streets, ways, alleyways, passages, waters and water courses running through, under or over, easements, advantages, rights, privileges, liberties, hereditaments, and appurtenances whatsoever belonging or in anywise appertaining unto, any and every of the premises and estates hereby granted and conveyed, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, use, possession, claims and demands of every nature whatsoever of the Company as well at law as in equity, of, in and to the same and every part and parcel thereof; provided, however, that the grant of the Granting Clauses shall not be deemed to apply to motor or other vehicles, raw materials, supplies, storeroom contents, work in process, ores being treated, manufactured products and other personal property, cash, notes, bills and accounts receivable and other choses in action (except as herein otherwise specifically provided) until the Trustee or a Receiver or a Trustee appointed hereunder, or by a court of competent jurisdiction, shall enter upon and take possession of the minerals, real estate, mines, mills, and plants against which a lien is created hereby; but if upon the happening of an event of default as hereinafter in this Indenture defined, the Trustee or any Receiver or Trustee appointed hereunder or by a court of competent jurisidiction shall enter upon and take possession of the said minerals, real estate, mines, mills and plants upon which a lien is created hereby, the Trustee or such Receiver or Trustee may at the same time likewise take possession of any or all such personal property then on hand, or belonging to the Company, which thereupon shall be and become subject to the lien of this Indenture, and shall so continue unless and until such event of default shall be remedied and possession of the above mentioned minerals, real estate, mines, mills, and plants upon which a lien is created shall be restored to the Company, its successors or assigns.

IV.

ALSO any and all property of every name and nature in respect of the purchase, acquisition or construction whereof, Bonds shall be authenticated and delivered under this Indenture; and also all moneys (until the same shall have been paid out by the Trustee) deposited with, or held by, the Trustee under any of the provisions of this Indenture.

V.

ALSO any and all property of every name and nature, which, from time to time after the execution of this Indenture by delivery or by writing of any kind for the purposes hereof, shall have been conveyed, liened, mortgaged, pledged, assigned or transferred by, or by any one on behalf of, the Company to the Trustee; and the Trustee is hereby authorized to

receive any property at any and all times, as and for additional security, and also when and as hereinafter provided as and for substituted security, for the payment of the Bonds, and to hold and apply any and all such property subject to the terms hereof.

PROVIDED, That the property included under the terms and provisions of this trust deed consists of mining claims, reduction mill and equipment for handling gold and silver ores. That anything herein contained notwithstanding, when the company is not in default of interest or upon payments due on principal, it is understood and agreed that the first party reserves and has the right to mine and reduce ores on the property included herein and also to operate the mill and reduction works for custom work and retaining all receipts therefrom except as provided in Paragraphs One and Two of Article Four relating to the sinking fund.

TO HAVE AND TO HOLD the minerals, lands, and interests in lands, estates, mines, mills, plants and appurtenances hereby conveyed and assigned or pledged or intended to be conveyed, assigned or pledged (hereinafter sometimes called the "trust estate" or the "liened properties"), unto the Trustee, its successors in the trusts and their assigns forever.

SUBJECT, HOWEVER, as to all of the lands and interests in lands, to any rights-of-way, easements, licenses, rights and privileges, if any, public utilities, to all legal highways, alleys and streets, to private roads; if any, to water lines and sewers; and

SUBJECT, FURTHER, as to any property hereafter becoming subject to the lien of this Indenture, to any liens thereon existing at the time such property shall become subject to the lien of this Indenture.

IN TRUST, NEVERTHELESS, under and subject to the conditions hereinafter set forth, for the common and equal benefit and security of all and singular the person or persons, firm or firms, body or bodies politic or corporate, who shall from time to time be holders of any of the Bonds or coupons appertaining thereto and without preference of any of the Bonds over any of the other by reason of priority in the time of issue, sale, negotiation, maturity or series thereof or otherwise howsoever; subject to the terms, provisions and stipulations in the Bonds contained, and for the uses and purposes and upon and subject to the terms, conditions, provisos and agreements hereinafter expressed and declared.

ARTICLE ONE

Form, Execution and Delivery of the Bonds.

Section 1. The Bonds shall be executed on behalf of the Company and delivered to the Trustee for authentication by it and thereupon, as provided in Article Two hereof and not otherwise, the Trustee shall authenticate and deliver the same. The aggregate principal amount of all of the Bonds which may be issued and outstanding under and be secured by this Indenture at any one time shall not in any event exceed the sum of One hundred fifty thousand ($150,000) dollars, except as provided in Section 5 of this Article in respect of lost or destroyed Bonds. Bonds may be authenticated and delivered by the Trustee hereunder in advance of the recording, or filing hereof, but the Company agrees to cause this Indenture to be recorded or filed with all convenient speed.

Section 2. The One hundred fifty thousand ($150,000) dollars principal amount of Bonds to be issued as provided in Section 1 of Article Two hereof shall be dated April 1, 1948; shall mature on June 1, 1953, and shall bear interest from April 1, 1948 until paid or until the payment or redemption thereof is duly provided for, at the rate of Five (5%) percent per annum, payable semi-annually on the first days of June and December in each year; shall be payable both as to principal and interest at the principal office of First National Bank of Nevada, Reno, Nevada, at the Main Branch in the City of Reno, State of Nevada, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, without deduction for taxes as hereinafter provided; shall be redeemable in whole or in part as provided in Article Three hereof;

shall have the benefit of the provisions in the nature of Sinking Fund provisions for the acceleration of payment as provided in Article Four hereof; and shall be in denominations of One thousand ($1,000.) dollars.

Section 3. All Bonds issued hereunder shall be engraved, lithographed or printed on certificates with engraved borders and shall from time to time be signed in the name and on behalf of the Company by its President or one of its Vice Presidents and by its Secretary or one of its Assistant Secretaries and its corporate seal or a facsimile thereof shall be engraved, lithographed, imprinted or impressed upon or affixed thereto and shall be attested by its Secretary or one of its Assistant Secretaries.

The Board of Directors of the Company may, for the purpose of execution of the Bonds or any thereof, adopt engraved, lithographed or printed facsimile signatures of the President or any Vice President or the Secretary or any Assistant Secretary of the Company, or any of them, as the signatures of said officers, and/or may adopt an engraved, lithographed or imprinted facsimile seal as the seal of the Company, and Bonds bearing any such facsimile signature or facsimile seal so adopted shall, after authentication and delivery by the Trustee and issue by the Company, as long as they shall have been manually signed by one officer of the Company, be binding on the Company and entitled to all the benefits of this Indenture to the same extent as if they had been manually signed and the seal of the Company manually impressed thereon. The Execution clause in Bonds bearing any such facsimile signature or facsimile seal shall conform to such wording as may be authorized by the Board of Directors of the Company when adopting any such facsimile signature or facsimile seal.

In case any of the officers who shall have signed or sealed any of the Bonds, or whose facsimile signatures shall have been engraved, lithographed or printed on any of the Bonds, shall cease to be such officer or officers of the Company before such Bonds shall have been authenticated or delivered by the Trustee or issued by the Company, such Bonds may, nevertheless, be authenticated, and delivered, subject to the provisions of Article Two hereof, and may be issued and, upon such authentication, delivery and issue, shall be as binding upon the Company as though those who signed and sealed the same, or whose facsimile signature shall have been engraved, lithographed or imprinted thereon, had continued to be such officers of the Company, and also any Bond may be signed and sealed on behalf of the Company (either manually or by the use of facsimile signatures) by such persons as at the actual date of the execution of such Bond shall be the proper officers of the Company, although at the nominal date of the execution of such Bond any such person shall not have been such officer of the Company. Only such of the Bonds as shall bear thereon endorsed a certificate substantially in the form hereinbefore recited, executed by the Trustee, shall be or become valid or obligatory for any purpose or entitled to the benefit of this Indenture and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly issued hereunder and are entitled to the benefit of this Indenture. Before authenticating any Bond the Trustee shall cut off and cancel all matured coupons (except coupons representing interest for a period in respect of which interest is at the time in default on the outstanding Bonds) and shall deliver the same to the Company.

Section 4. Pending the preparation of the definitive Bonds of any series hereunder, the Company may execute and deliver temporary printed Bonds with a steel engraved border with or without one or more coupons, substantially in the form of the definitive Bond of such Series, but with variations appropriate for temporary Bonds, and in the denomination or denominations of any of the authorized definitive Bonds of such series, or any multiple thereof. Temporary Bonds may be issued without the provisions entitling the holders to

registar the Bonds, and may contain such reference to any provisions of this Indenture as may be deemed appropriate.

Such temporary Bonds shall be duly authenticated and delivered by the Trustee in the same manner and with the same effect as definite Bonds.

Temporary Bonds shall be exchangeable, from time to time, at the principal office of the Trustee in the City of Reno, Nevada, without expense to the holder, for definitive Bonds of the same series, when prepared, of a like aggregate principal amount. Until such definitive Bonds are prepared for delivery, any temporary Bonds shall be exchangeable for other temporary Bonds of the same series of a like aggregate principal amount, of different denominations authorized by the Company, upon payment by the holder of any expense of the Company incident thereto. Immediately upon any such exchange, the surrendered temporary Bonds shall be canceled by the Trustee who shall thereafter cremate such canceled Bonds and deliver a certificate of such cremation to the Company. Until so exchanged, such temporary Bonds shall in all respects be entitled to the benefit of this Indenture.

Without unnecessary delay the Company will execute and will furnish to be exchanged as aforesaid for said temporary Bonds upon surrender thereof to the Trustee, definitive Bonds of the same aggregate principal amount and of the same series as the temporary Bonds surrendered.

Section 5. If any Bond shall become mutilated, the Company, at the expense of the owner of said Bond, shall execute and the Trustee shall thereupon authenticate and deliver a new Bond of the same series of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated for cancellation. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Company and the Trustee and, if such evidence be satisfactory to both and indemnity in double the par or the face value of such bonds to them shall be given, the Company, at the expense of the owner, shall execute and the Trustee shall thereupon authenticate and deliver a new Bond of the same series of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Company may require payment of the expenses which may be incurred by the Company and the Trustee in the premises. Any Bond or coupon issued under the provisions of this Section 5 in lieu of any Bond or coupon alleged to be destroyed, lost or stolen shall constitute an original additional contractual obligation on the part of the Company whether or not the Bond or coupon so alleged to be destroyed, lost or stolen be at any time enforceable by anyone; and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds and coupons issued hereunder.

ARTICLE TWO

Issue of Bonds

Section 1. The Trustee, forthwith upon the execution and delivery of this Indenture and the execution and delivery to it by the Company of such Bonds as hereinbefore provided, and without any further action on the part of the Company, shall authenticate First Lien 5% Convertible Bonds due June 1, 1953 in the aggregate principal amount of One hundred fifty thousand ($150,000) dollars, and deliver them to or upon the order of the Company, upon its written request by the President or a Vice President of the Company.

ARTICLE THREE

Redemption of Bonds.

Section 1. All or any part of the First Lien 5% Convertible Bonds due June 1, 1953, in the aggregate principal amount of One hundred fifty thousand ($150,000) dollars issued hereunder and at any time outstanding may be paid and redeemed by the Company, at its option, prior to maturity, at any time on or after one (1) year from the date of issue as a whole or from time to time in part on the first day of any calendar month at their principal amount and accrued interest, plus a premium of five (5%) percent.

Section 2. In case the Company shall elect to exercise the right to pay or redeem any or all of the First Lien 5% Convertible Bonds, due as hereinbefore set forth in Section 1. of this Article, it shall give notice thereof by publication, published once a week for two (2) successive weeks in a newspaper of general circulation in the City of Reno, Washoe County, Nevada, and in a similar newspaper in the City of San Francisco, San Francisco County, California, and the City of Pittsburgh, Allegheny County, Pennsylvania, the first publication to be not less than thirty (30) days before the redemption date; said notice shall specify the price at which said Bonds are to be redeemed and shall specify the numbers of such Bonds as are to be redeemed and that they are the First Lien 5% Convertible Bonds of the Company, and shall set out the due date of said Bonds, and if less than all of the First Lien 5% Convertible Bonds outstanding are to be redeemed, the numbers of the Bonds to be redeemed shall be determined by the Trustee by lot, and the Trustee shall thereupon publish a list of call in accordance with the call provisions of the Indenture listing the Bonds as shall have been determined by said lot except that the Company shall have the right to tender Bonds to the Trustee for retirement under the call provisions of this Indenture prior to any determination of the actual Bonds to be called by lot and said notice of call shall state that the interest on such First Lien 5% Convertible Bonds will cease on the redemption date specified in such notice and requiring that such First Lien 5% Convertible Bonds designated in said notice together with all unmatured coupons appertaining thereto, be presented in negotiable form on said date for payment and redemption at First National Bank of Nevada, Reno, Nevada, Trustee hereunder, at its principal office in the City of Reno, Nevada. The Company, on or before the redemption date, shall deposit with the Trustee as trust funds for the benefit of the holders of the Bonds and Coupons so called an amount sufficient to pay and redeem all of the Bonds so called at the current redemption price thereof on delivery to the Trustee as herein provided. If said bonds shall not be paid upon such due presentation, such bonds shall, so far as may be lawful, bear interest at the rate of six (6%) percent per annum.

Section 3. On the deposit with the Trustee as trust funds for the benefit of the holders of the Bonds and coupons of an amount sufficient to pay and redeem all of the outstanding Bonds at the then current redemption price or prices thereof and on delivery to the Trustee of (1) proof satisfactory to the Trustee that notice or notices of redemption has or have been given as provided in this Indenture, in respect of First Lien 5% Convertible Bonds due as set forth in Section 1. of this Article, or (2) proof satisfactory to the Trustee that such Notice or Notices will be so given for the redemption of such Bonds on a date not more than ten (10) months after the deposit of such funds, or (3) a written instrument executed by the Company, under its corporate seal, expressed to be irrevocable, authorizing the Trustee so to give such notice or notices for or on behalf of the Company, and on payment to the Trustee of all costs, charges and expenses in relation thereto, the Trustee shall, at the expense of the Company, cancel and satisfy this Indenture and all Indentures supplemental hereto and shall assign or cause to be assigned and shall deliver to the Company all cash then in possession of the Trustee or obligations pledged hereunder and shall, at the expense of the Company, reconvey and reassign to the Company, by proper instruments in that behalf, all other property then held by the Trustee hereunder.

Section 4. The Company shall have the right to purchase or reacquire Bonds of this issue in the open market or invite offers or tenders of said Bonds and shall have the right from time to time to deliver to the Trustee for cancellation any of said First Lien 5% Convertible Bonds which shall have at any time been authenticated and acquired hereunder and reacquired by the Company; and thereupon the Trustee shall cancel such Bonds and shall

cause such Bonds either to be cremated or to be delivered to the Company, as it may request in writing. All Bonds redeemed or paid pursuant to the provisions of this Article Three and the appertaining coupons shall be cancelled, and shall either be cremated or delivered to the Company as it may request. No Bonds shall be issued in place of any Bonds cancelled pursuant to this Article.

ARTICLE FOUR

Sinking Fund for First Lien 5% Convertible Bonds.

Section 1. As a sinking fund for the partial redemption and retirement of First Lien 5% Convertible Bonds due June 1, 1953, the Company covenants and agrees that, so long as any of the First Lien 5% Convertible Bonds shall remain outstanding it will, subject to the provisions of Section 3 of this Article Four pay to the Trustee, in each case in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, on the first day of April, 1949 and on the first day of April of each year thereafter until all of said Bonds shall be paid, a sum of lawful money of the United States as set forth above, equal to fifty (50%) percent of the net annual earnings of the Company for the preceding calendar year. "Net annual earnings of the company" as herein used, is defined as the amount left from the receipts afterdeduction for depletion, depreciation, federal, state and local taxes, interest, labor, all costs of operation, and incidental expenses of every kind and nature against the Company.

Section 2. The Company covenants that its books shall be audited annually by a firm of certified public accountants and the Company shall file on or about March 1, 1949, and on or about the first day of March of each year thereafter to and including March 1, 1953, a certified copy of the audit report of said accountants with the Trustee and the Company shall pay a sum of lawful money of the United States equal to fifty (50%) percent of the net annual earnings of the Company as shown in said audit report, and in accordance with Section 1. above of this Article Four, to the Corporate Trustee on the first day of April, 1949 and on the first day of April of each year and every year thereafter including the year 1953. The said Trustee shall thereupon publish a Notice of Call of bonds of this issue in accordance with the call provisions of this Indenture. Said moneys shall be in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

Section 3. Any sinking fund payments required to be made by the Company under Sections 1, or 2, of this Article Four, may, at the Company's option, be made either in cash as hereinbefore set forth, or in First Lien 5% Convertible Bonds which shall previously have been actually purchased by the Company, or partly in cash and party in such Bonds, provided, that said Bonds so tendered and delivered by the Company to the Trustee shall be accompanied by all interest coupons appertaining thereto which mature on and subsequent to the next succeeding interest date; all such Bonds so tendered shall be accepted by the Trustee at a value equivalent to the principal amount thereof; provided, that, at the time of delivery of any such Bonds to the Trustee in lieu of cash, the Company shall also deliver to the Trustee a certificate signed and verified by the Treasurer or an Assistant Treasurer of the Company, certifying that the First Lien 5% Convertible Bonds so delivered had theretofore been sold or otherwise disposed of by the Company for a consideration and subsequently purchased by the Company from the holders thereof. Any Bonds so delivered by the Company to the Trustee for or on account of any sinking fund payment may have been acquired by the Company by purchase at public or private sale, without notice, or the Company may in any usual manner invite by advertisement tenders of Bonds of said series for sale to it for the purpose of said sinking fund.

Section 4. Moneys paid to the Trustee in accordance with the provisions of Sections 1 and 2, of this Article Four, shall be applied by the Trustee on the next succeeding June 1, in each year, commencing with the year 1949, to the redemption for and in the name of the Company of First Lien 5% Convertible Bonds at one hundred (100%) percent of their principal amount and accrued interest and any premium thereon.

In addition to the sinking fund payments aforesaid, the Company shall pay to the Trustee at the time of making such sinking fund payments, an additional sum sufficient to pay the interest on all First Lien 5% Convertible Bonds to be called for redemption for the sinking fund on the next interest payment date.

Section 5. Notice of redemption of the First Lien 5% Convertible Bonds to be redeemed through the Sinking Fund as in Section 4 of this Article provided, shall be given by the Trustee by publication for and in the name of the Company at least once a week for two successive weeks in a newspaper of general circulation in the City of Reno, County of Washoe, and State of Nevada, and in a similar newspaper in the County of San Francisco, City of San Francisco, and State of California, and in a similar newspaper in the City of Pittsburgh, County of Allegheny, and Commonwealth of Pennsylvania, the first publication to be not less than thirty (30) days before redemption date; namely, June 1, of any calendar year after the year 1943, specifying the price at which said First Lien 5% Convertible Bonds are to be redeemed, the numbers of the Bonds to be redeemed, and stating that the interest on the Bonds in such Notice designated for redemption, will cease on the redemption date specified in such notice and requiring that such First Lien 5% Convertible Bonds together with all unmatured coupons appertaining thereto, be presented in negotiable form on said date for payment and redemption at the principal office of First National Bank of Nevada, Reno, Nevada, Trustee, in the City of Reno, County of Washoe, and State of Nevada. Notice having been so given, said Bonds so designated for redemption on the dates specified in such Notice, shall become due and payable at the then current Sinking Fund redemption price, and from and after the date of redemption so stated (unless default shall be made in the payment of such redemption price), interest on the Bonds so designated for redemption shall cease to accrue, and upon presentation in negotiable form and surrender at the principal office of First National Bank of Nevada, Reno, Nevada, Trustee, in the City of Reno, County of Washoe, and State of Nevada, in accordance with said Notice of any of said Bonds together with all coupons thereto appertaining maturing on and after said date of redemption they shall be paid by the Company at the redemption price aforesaid. If not so paid upon such due presentation, such Bonds shall continue to bear interest at the rate therein expressed until payment thereof.

Section 6 (a). In addition to the payment into a Sinking Fund of fifty (50%) percent of the annual profits as herein provided, the Company shall have the right at any time to pay such additional moneys to the Trustee as it shall desire to add to the regular Sinking Fund to provide additional moneys for the calling and redemption of Bonds in the manner herein provided.

(b). The Company shall have the right to purchase Bonds at any time on the open market and having purchased any Bonds shall have the right to tender said Bonds to the Corporate Trustee for redemption out of any moneys in the Sinking Fund and shall have the right upon the tender of said Bonds to the Trustee to receive payment from the Trustee out of the Sinking Fund for said Bonds the same sum of money which said Corporation Trustee would pay to the holders of Bonds at that time whose Bonds had been called according to lot, provided, however, that said Bonds tendered to the Trustee by the Company must be tendered prior to the calling by the Trustee by lot of Bonds sufficient to exhaust moneys in the Sinking Fund.

(c). Either the Company or the Trustee shall have the right to call Bonds

of this issue in whole or in part, at any time on or after one (1) year from the date hereof upon thirty (30) days' notice upon the first day of any calendar month and shall have the right in such Notice to call for a tender of Bonds, and in the event none shall be tendered, shall have the right to determine the actual Bonds to be called by lot.

(d). All Bonds which shall be called either in the Sinking Fund or otherwise, shall only be callable at par and accrued interest plus a premium of five (5%) percent of the par value thereof.

Section 7. All First Lien 5% Convertible Bonds due as herein set forth, delivered to the Trustee by the Company or redeemed and paid pursuant to the provisions of this Article Four and the appurtenant coupons, shall be canceled and shall either be cremated or be delivered to the Company as it may request in writing; and no Bonds shall be issued in place thereof.

ARTICLE FIVE

Particular Covenants of the Company

Section 1. The Company will duly and punctually pay, or cause to be paid, to the holder of every Bond outstanding hereunder, the principal and interest accruing thereon, all in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, at the dates and places and in the manner mentioned in said Bonds or in the Coupons appertaining thereto, according to the true intent and meaning thereof, and in order that the interest on all of said First Lien 5% Convertible Bonds shall be promptly paid by the Trustee upon the presentation of coupons as and when they fall due, the Company covenants that it will deposit with the Trustee, at least ten (10) days prior to June 1 and December 1 of each year hereafter, which are the due dates upon which said coupons are due and payable, coin or currency of the United States of America as hereinbefore set forth, in a sufficient sum to enable the Trustee to pay upon presentation the several coupons for interest attached to the Bonds outstanding at the time of each respective deposit of such moneys to the Trustee. The interest on any coupon Bonds issued hereunder shall be paid only upon presentation and surrender of the several coupons for such interest installments as are evidenced thereby as such coupons respectively mature; and when and as paid, all coupons shall forthwith be canceled and delivered to the Company. From time to time thereafter the Company may deliver such canceled coupons to the Trustees for destruction and the Trustee shall thereupon cremate the same and furnish the Company with a certificate showing the face value of the coupons so cremated and the serial numbers of the Bonds from which detached.

In order to prevent an accumulation of coupons and claims for interest after maturity, the Company will not directly or indirectly extend, or assent to the extension of the time for the payment of any coupon or claim for interest upon any of the Bonds, and will not directly or indirectly be a party to or approve of any arrangement for any such extension by purchasing any such coupons or claims for interest or in any other manner; provided, however, that the foregoing provisions of this Section 1. shall not be applied to any coupons or claim for interest, the time for the payment of which shall have been extended, if such extension be pursuant to a plan proposed by the Company to all holders of any one or more series of Bonds then outstanding.

Section 2. All lands and interest in lands, minerals, ores and all other property of every kind and description hereby conveyed, assigned, mortgaged, transferred or pledged or covenanted to be conveyed, assigned, mortgaged, transferred or pledged by the Company to or with the Trustee hereunder, whether now owned or hereafter acquired by the Company, shall immediately or immediately upon the acquisition thereof by the Company and without any further conveyance or assignment, become and be subject to the lien of this Indenture, as fully and completely as though owned by the Company at the date hereof and specifically described in

the Granting Clauses hereof; but the Company will at any and all times execute and deliver any and all such instruments of conveyance, assignment, further assurance or otherwise as the Trustee may reasonably require for the purpose of expressly subjecting the same to the lien hereof.

Section 3. The Company covenants and agrees that, subject to the provisions of this Indenture in respect of the release of property from the lien hereof, this Indenture is and at all times shall be kept and maintained to the extent that it is expressed to be, a valid first lien upon the trust estate as it now exists and, to the extent that it is expressed to become and may from time to time become, a valid lien upon all of the property which shall at any times hereafter become subject to the lien hereof; and that the Company will not voluntarily create or cause or suffer to be created or permit to exist any mortgage, lien or other encumbrance which would be equal or prior to the lien of these presents upon any of its property subject to this Indenture or any part thereof; and within two (2) months after any lien (except the lien of taxes not payable) shall accrue on any of the mortgaged properties, the Company will pay or will cause to be discharged or will make adequate provision to satisfy and discharge all lawful claims and demands which, if unpaid, might by law be given precedence to this Indenture as a lien or charge upon such property or any part thereof; provided, that nothing in this Section 3 contained shall require the Company to cause to be paid or discharged or to make provision for any such debt, lien or charge so long as the validity thereof in good faith shall be contested, unless such contest would result in a forfeiture or sale of any part of the Company's property, rights, privileges or franchises, and further provided, that nothing in this Section 3 or in any other Section of this Indenture contained shall prevent the Company from purchasing or otherwise acquiring properties subject to a purchase money mortgage or which shall, at the time of the purchase or acquisition, be subject to other liens or encumbrances, provided, however, that the provisions of this section shall not apply to any real estate owned by the Company and expressly excepted and reserved in the Description of the properties hereinbefore described in this Indenture.

Section 4. That from time to time the Company will pay and discharge all taxes, assessments and governmental charges (the lien of which would be prior to the lien hereof), lawfully imposed upon any of its lands and other property subject to this Indenture, or upon any part thereof, and also all taxes, assessments and governmental charges lawfully imposed upon the lien or interest under this Indenture of the Trustee or of the holders of the Bonds hereby secured, in respect to such lands and other property, so that the lien and priority of this Indenture shall be fully preserved at the cost of the Company without expense to the Trustee or the holders of the Bonds; provided, however, that nothing in this Section 4 contained shall require the Company to pay or discharge any tax, assessment or charge so long as in good faith the validity thereof shall be contested, unless such contest would result in a forfeiture or sale of any part of the Company's property, rights, privileges or franchises.

Section 5. That the Company will not consolidate or merge with any other corporation or association or sell, convey or lease its property as an entirety or substantially as an entirety save as provided in or upon the terms and conditions permitted by the provisions of Article Nine hereof, and that, except as hereinabove provided in this Section 5 for a sale as an entirety, it will not sell any of its property subject to the lien of this Indenture other than as a sale of released property as hereinafter provided in Article Six hereof, unless the purchaser shall assume the due and punctual payment of all Bonds and the interest thereon and the observance and performance of all the covenants and conditions of the Bonds and this Indenture.

Section 6. That the Company will maintain, preserve and keep all and singular the trust estate owned by it, with the fixtures and appurtenances thereunto belonging, in good working order and repair; and will make all needful and proper renewals, replacements and repairs, so that its business shall at all times be conducted in a businesslike manner; and will at all times maintain, preserve and keep each and all of its plants and properties and the plants and properties of its subsidiaries, with the apparatus, machinery, fixtures and appurtenances used in connection therewith, in like repair and working order, and supplied with all the necessary equipment, and will diligently preserve its corporate existence and comply with all requirements of law, and will not suffer any of its or its subsidiaries' respective rights, privileges or franchises to lapse or to be forfeited so long as the same shall be necessary or desirable in carrying on the business of such company, and will use reasonable efforts to obtain from time to time all renewals and extensions of such rights and privileges as may be necessary or desirable in the lawful operation of the business of the Company; but nothing herein contained shall be construed as requiring that the Company, or any of its subsidiaries, shall maintain in good working order, and repair any plant, building or structure, and the fixtures and appurtenances thereunto belonging, which, in the opinion of the Board of Directors of the Company (and of the Board of Directors of the subsidiary concerned if the property involved is not directly owned by the Company), is obsolete or unfit for use or cannot be advantageously used in the proper and judicious operation of the business of the Company and the subsidiary owning the property, provided the Company shall have furnished the Trustee with a certificate describing the property that is obsolete or unfit, and a copy of the resolution or resolutions of the Board of Directors of the Company, certified by its Secretary or an Assistant Secretary, to the effect that the property involved is obsolete or unfit for use or cannot be advantageously used in the proper and judicious operation of the business of the Company and the subsidiary owning the property.

Section 7. The Company will keep all buildings and all other structures erected, or being erected, on the land subject to the lien of this Indenture and which are of a character usually insured by companies operating plants similar to the plants of the Company, insured against loss or damage by fire, in such manner and to such an extent as in the judgment of its Board of Directors or executive committee shall be necessary from time to time in order to protect such buildings and structures, provided, however, that such fire insurance shall at all times be in an amount at least equal to one hundred fifty (150%) percent of the par value of the Bonds of this issue outstanding at any time. Any loss in excess of Five thousand ($5,000.00) dollars shall be made payable to the Trustee as its interest may appear. There shall be deposited with the Trustee upon the execution hereof and within ten (10) days after the first day of June in each year thereafter, and at such other times as the Trustee may demand, a detailed statement, signed by the Treasurer or one of the Assistant Treasurers of the Company, of the insurance policies then outstanding and in force upon the aforesaid property or any part thereof, including the names of the insurance companies which issued the policies, the amount thereof and the property covered thereby and showing how the same are payable, and setting forth in substance that the Company has complied with the provisions of this Section 7. The proceeds of any such insurance which may be received by the Trustee, upon the request of the Company, shall be paid over to or upon the order of the Company for application by it to the restoring, repairing or replacing, or the acquiring or building of substitutes for, the property injured or destroyed, or to the acquiring of other property for the Company, which property shall forthwith become subject to the lien of this Indenture; or shall be applied by the Trustee upon the request of the Company to the redemption of any Bonds outstanding in the direct order of their maturity.

Section 8. The Company will pay to the Trustee all reasonable expenses incurred by the Trustee in the execution of the trust hereof, and all sums of money, if any, that shall have been properly paid by the Trustee or for it by any person interested in the trusts hereof on account of any taxes, charges, assessments or of any liens or insurance moneys in case of any default in respect thereof on the part of the Company; and in default such payment by the Company as aforesaid, the Trustee shall have a lien for the moneys so paid by or for it upon the property and premises covered by this Indenture prior to the lien hereof.

Section 9. In the event of any sale of the trust estate, or of any part thereof, under any power or trust herein contained, the Company will, if and when required by the Trustee or the purchaser, execute a formal conveyance or assurance of the trust estate so sold to the Trustee or as the Trustee may direct.

Section 10. The Company will cause this Indenture and any and all supplemental indentures and instruments of further assurance at all times to be kept recorded and filed in such manner and in such places as may in the opinion of counsel satisfactory to the Trustee be required by law in order fully to preserve and protect the rights of the Bondholders and the Trustee hereunder, and that it will furnish to the Trustee: -

(a) promptly after the execution and delivery of this Indenture, an opinion of counsel (who may be counsel for the Company) stating that in the opinion of such counsel this Indenture has been properly recorded and filed so as to make effective the lien intended to be created hereby, and reciting the details of such action; and

(b) on or before December 15 of each year beginning with the year 1948, an opinion of counsel (who may be counsel for the Company) either stating that in the opinion of such counsel such action has been taken with respect to the recording, filing, re-recording and re-filing of this Indenture as is necessary to maintain the lien of this Indenture, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to maintain such lien.

Section 11. The Company covenants and agrees that it will not issue, negotiate, sell or dispose of any Bonds or use any of the proceeds thereof or any moneys held or which should be held by the Trustee or any moneys at any time held by the Company subject to any provisions of this Indenture, otherwise than in accordance with the provisions hereof.

Section 12. Until all of the First Lien 5% Convertible Bonds hereinbefore described, shall have been paid or the moneys for the payment thereof, deposited with the Trustee, the Company will not declare or pay any dividends or make any other distribution on any of its shares of Common capital stock, (other than in shares of its capital stock) except out of net earnings earned and accrued after December 31, 1948, and shall not then declare or pay any dividend on common stock, the payment of which shall have the effect of reducing the net current assets at the time of the declaration or payment thereof below an amount equal to the face or par value of the issued and outstanding Bonds at the time of the payment of the same, nor shall the Company purchase or redeem any shares of its capital stock, at any time outstanding so long as one of the First Lien 5% Convertible Bonds secured by this Indenture shall remain outstanding.

Section 13. The Company covenants and agrees that all funds which have been or are hereafter deposited by it with the Trustee for the purpose of paying the principal of any Bonds outstanding hereunder, or any premium or interest thereon, shall be deposited with and shall be held by the Trustee irrevocably in trust for the purposes for which deposited until applied by the Trustee for the purposes of such deposit and the Trustee agrees that all funds so deposited with it, whether as Trustee, or paying agent, for any of such purposes shall, until used or applied for the purposes for which deposited, be held by it

in trust for the purposes for which they were deposited with it. However, the Company may at any time for the purpose of obtaining the cancellation and satisfaction of this Indenture pay, or cause to be paid, to the Trustee all sums held in trust by it or any paying Agent.

Section 14. The Company will pay the principal of and interest and premium, if any, on the First Lien 5% Convertible Bonds described herein without deduction for any tax or taxes (other than estate, succession, inheritance and income taxes) which may be lawfully imposed under any present or future law of the State of Nevada or Commonwealth of Pennsylvania and/or any municipal or political subdivision thereof, on any of said Bonds or upon the ownership of any of said Bonds, not exceeding in the aggregate four (4) mills per annum on each dollar of the taxable value, not in excess of the principal amount, thereof, which the Company or the Trustee may be authorized or required or permitted to pay on the principal thereof, or to deduct or retain from the principal thereof or the interest thereon, the Company hereby agreeing to pay such tax or taxes in so far as it may lawfully do so. The Company may require the bearer of each such Bond or coupon to furnish such evidence as will enable the Company to determine whether it is required by law to deduct or retain any such tax or taxes on the principal or interest so payable.

Section 15. The Company will deliver to the Trustee on or before the 1st day of March in each year, copies of its income and surplus statement for the next preceding calendar year, and copies of its balance sheet as of the end of such next preceding calendar year, all certified by independent public accountants or recognized standing selected or approved by the Trustee.

ARTICLE SIX

Conversion Privileges.

Section 1. The First Lien 5% Convertible Bonds of this issue shall be convertible at the option of the holder thereof by presentation to the Trustee at any time prior to the actual redemption payment thereof on the basis of three thousand (3,000) shares of the Common Capital Stock of the Company of One ($1.00) dollar par value for each One thousand ($1,000) dollar par value of the First Lien 5% Convertible Bonds.

Section 2. The Company shall cause to be issued and delivered to the Trustee as and when requested by the Trustee during the term of this Indenture; namely, from the date of this execution until June 1, 1953, Four hundred fifty thousand (450,000) shares of Common Capital Stock of the Company of the par value of One ($1.00) dollar per share which said stock shall be available to holders of First Lien 5% Convertible Bonds desiring to exercise their option to convert said Bonds into the Common Capital Stock of the Company.

ARTICLE SEVEN

Release of Property Included in the Trust Estate.

Section 1. The Company may in the ordinary course of business sell or otherwise dispose of, free from the lien of this Indenture and without reference to the Trustee, any machinery, equipment, fixtures and/or other movable property covered by the lien hereof, which shall have become obsolete or unfit for use and/or which shall be no longer necessary or advantageous in the business of the Company. In the event of any such sale or other disposition, the proceeds thereof shall be invested in other machinery, equipment, fixtures and/or other property which shall become and be subject to the lien of this Indenture.

Section 2. The Company may, without reference to the Trustee, remove from lands or leaseholds forming part of the trust estate hereunder any machinery, apparatus, equipment or other movable property, which is subject to the lien hereof, for the purpose of using the same in any other premises liened or mortgaged hereunder, but the lien of this Indenture shall be effectively preserved on all such property so removed.

Section 3. Unless and until an event of default as defined in Section 1. of Article

Eight hereof shall have happened and shall be continuing, the Company shall have the right to sell or otherwise dispose of, provided, said disposition shall be bona fide, free from the lien of this Indenture without any release therefrom by the Trustee, any property or any interest in property subject to the lien hereof, provided that the value of the property or interest in property involved in any one sale or other disposition under this Section 3 shall not exceed Ten thousand ($10,000.00) dollars and that the aggregate value of all property and interests in property sold or otherwise disposed of by the Company in any one calendar year under this Section 3, shall not exceed Twenty-five thousand ($25,000.00) dollars; and provided, further, that a certificate of the President or a Vice-President of the Company as to the value of such property or interest involved in every such sale or other disposition and the price for which the same is to be sold shall in every case be filed with the Trustee. The Trustee shall, however, in every case of a sale or other disposition under this Section 3, when so reqested by the Company, expressly release any such property or interest from the lien hereof, upon the delivery to the Trustee of a certificate of the Company, signed by its President or by one of its Vice-Presidents and by the Treasurer or an Assistant Treasurer of the Company, setting forth the facts entitling the Company to sell or otherwise dispose of the same under this Section 3. The proceeds of every sale or other disposition made pursuant to the provisions of this Section 3 shall be applied by the Company within one year after the date of such sale or other disposition, to the acquisition of other property which shall become and be subject to the lien of this Indenture, and any balance of the proceeds of any such sale or other disposition (including any obligations, contracts or other securities for deferred instalments of the purchase price), which shall not be so applied by the Company within such period of one year shall be paid, assigned and transferred by the Company to the Trustee to be thereafter applied by the Trustee for some one or more of the purposes and in the manner hereinafter in Section 9 of this Article Seven provided.

Section 4. No real estate, stock or bonds or other obligations or other property, taken in the ordinary course of business by the Company in satisfaction of any debt or upon the enforcement of any security given for the payment of any debt (except such debt the evidences of which are at the time pledged hereunder), shall be or be deemed to be subject to the lien of this Indenture; and the Company may sell or dispose of any such property so received by it, free from the lien hereof. However, at the request of the Company, in order to remove any objection to the title to such property by any purchaser thereof from the Company, the Trustee shall execute a release of any right, title or interest of the Trustee in and to such property, upon the delivery to the Trustee of a certificate of the Company, signed by its President or one of its Vice-Presidents and by the Treasurer or an Assistant Treasurer of the Company, setting forth the facts entitling the Company to sell or otherwise dispose of the same under this Section 4.

Section 5. The Company may at any time and from time to time, while in the possession of any of the mortgaged premises, make any change in the situation of any of the buildings or other structures upon any part of the liened or mortgaged premises, provided that the fair value of such buildings or other structures after such change shall not be substantially less than the fair value thereof prior to such change. The Company may alter, remodel or rebuild any of the buildings or other structures upon any part of the mortgaged premises so long a the fair value of such buildings or structures upon completion of such alterations, remodeling or rebuilding shall not be substantially less than the fair value thereof immediately prior to the commencement of such alterations, remodeling or rebuilding.

The term "fair value" as used in this Section 5 with respect to buildings or other structures shall be deemed to mean the fair value thereof to the Company as a going concern.

The Trustee shall at the request of the Company take any action on its part necessary or desirable in connection with any such change, alteration, remodeling or rebuilding upon receipt of a copy of a resolution of the Board of Directors of the Company, certified by its Secretary or one of its Assistant Secretaries, under its corporate seal, stating that in the opinion of such Board of Directors such amendment, alteration, supplement, cancellation or surrender is in the interests of the Company and of the Bondholders, and, in the case of any such cancellation or surrender, upon receipt of the amount of cash required by this Section 7 to be paid to the Trustee in respect of any such cancellation or surrender.

Any such amended, altered or supplemental lease, easement or license shall be subject to the lien of this Indenture.

Section 6. From time to time, while the Company is in possession of the liened or mortgaged premises belonging to it, and subject to the conditions and limitations in this Article Seven prescribed, the Company may sell or exchange for other property any part of the mortgaged premises owned by it which the Company shall not deem necessary or advantageous to retain in its business, and the Trustee shall, upon the request of the Company, release from the lien and operation of this Indenture any such property so sold or exchanged; provided, however that

(a) no property shall be so sold or exchanged, and released from the lien and operation of this Indenture, unless the net proceeds of such sale or the fair value of the property to be received in exchange therefor, or both in case property is received in partial exchange, shall be at least equal to the fair value of the property so sold or exchanged and released; such fair value to be determined by appraisal as provided in Section (8) of this Article Seven;

(b) the net proceeds of any such sale shall be paid to the Trustee, except to the extent that some other disposition of such net proceeds shall be required by some mortgage or other instrument of security the lien of which on the property to be released is prior to the lien of this Indenture;

(c) all property acquired by the Company upon any such exchange shall at the time of acquisition thereof be subjected to the lien of this Indenture as a direct lien thereon and shall be free from all other liens and charges other than the lien of taxes and assessments not delinquent;

(d) lands or minerals owned in fee shall be so exchanged only for lands, title in fee to which shall be acquired by the Company.

Section 7. Should any part of the trust estate be taken by the exercise of the power of eminent domain or other similar governmental authority, the Trustee may accept any award therefor made in any proceedings in connection with the exercise of such power or authority, (a) if the Trustee is a party to such proceeding, or (b) if such award shall be approved by the Company as representing the full value of the property so taken; and at the request of the Company, or as required by any decree entered in such proceedings to which the Trustee is a party, the Trustee shall release the property so taken from the lien of this Indenture upon being furnished with the opinion of counsel (who may be of counsel for the Company) to the effect that such property has been taken by the exercise of the power of eminent domain or other similar governmental authority. In any such proceeding the Trustee may be represented by counsel (who may be counsel for the Company), and the Trustee may or may not become a party thereto as it in its discretion shall determine. The proceeds of all property so taken shall be paid over or made payable to the Trustee at the time of or prior to the release of such property.

Section 8. All action on the part of the Trustee called for by this Article Seven with

respect to the release of any part of the mortgaged premises shall be requested by resolution of the Board of Directors of the Company, and a copy of such resolution, certified by the Secretary or one of the Assistant Secretaries of the Company, under its corporate seal, shall be filed with the Trustee. Before any part of the mortgaged premises shall be released by the Trustee from the lien and operation of this Indenture upon the sale or exchange thereof (except as otherwise provided in Section 7 of this Article Seven,) the Company shall file with or deliver to the Trustee the following:

(a) a certificate signed by the President or one of the Vice-Presidents and also by the Treasurer, or one of the Assistant Treasurers of the Company, which shall state, in so far as pertinent to the action requested, (1) a description of the property of the Company a release of which is requested, (2) the selling price of the property a release of which is requested, and a description of the property, if any, to be received in exchange therefor or in partial exchange therefor, (3) such matters as it shall be necessary to establish in order to show that the release of the property a release of which is requested is authorized or permitted by the provisions of this Article Seven, and (4) that such release will not be in violation of the conditions and limitations in this Article Seven prescribed:

(b) a certificate or certificates signed by an appraiser or appraisers selected by the Company and satisfactory to the Trustee (who may be an engineer or other expert in the employ of the Company) stating (1) a general description of the property a release of which is requested, and a general description of the property, if any, to be received in exchange or in partial exchange therefor, (2) that such appraiser or appraisers have examined all such property, and (3) the then fair value, in the opinion of the signer or signers, of the property to be released, and the fair value to the Company of the property, if any, to be received in exchange therefor or partial exchange therefor, and (4) that such release, in the opinion of the signer or signers, will not impair the security under this Indenture in contravention of the terms of this Indenture;

(c) In case the fair value of such property to be released and of all other property released from the lien of this Indenture since the commencement of the then current calendar year, as shown by certificates filed pursuant to subdivision (b) or this subdivision (c) of this Section 8 is ten percent (10%) or more of the aggregate principal amount of Bonds outstanding under this Indenture at the time of the application then being made, a certificate of an independent appraiser, selected by the Company and approved by the Trustee in the exercise of reasonable care, stating (1) the then fair value, in the opinion of the signer, of the property to be released and (2) that such release, in the opinion of the signer will not impair the security under this Indenture in contravention of the terms of this Indenture; provided, however, that no such certificate of an independent appraiser shall be required in the case of any release of property if the fair value thereof, as set forth in the certificate required by subdivision (b) of this Section 8, is less than Fifteen thousand ($15,000.00) dollars or less than one percent (1%) of the aggregate principal amount of Bonds at the time outstanding under this Indenture;

(d) In case the property, if any, to be received in exchange for property to be released or in partial exchange therefor has, within six (6) months prior to the date of acquisition thereof by the Company, been used or operated, by a person or persons other than the Company, in a business similar to that in which it has been or is to be used or operated by the Company of such property as set forth in the

certificate or certificates filed pursuant to subdivision (b) of this Section 8 is not less Fifteen thousand ($15,000.00) dollars and not less than one (1%) percent of the aggregate principal amount of the Bonds at the time outstanding under this Indenture, a certificate of an independent appraiser, selected by the Company and approved by the Trustee in the exercise of reasonable care, stating the fair value to the Company of the property so to be received;

(e) in case of a sale of property, the net proceeds of such sale, except to the extent that some other disposition of such proceeds shall be required by some mortgage or other instrument of security the lien of which on the property to be released is prior to the lien of this Indenture;

(f) in case of an exchange of property for lands or interests in lands, a supplemental indenture to the Trustee, in form satisfactory to the Trustee, specifically subjecting such lands or interests in lands to the lien of this Indenture, together with an opinion of counsel (who may be counsel for the Company) that such supplemental indenture has been duly executed and effectively subjects such minerals, lands and interests in lands to the lien of this Indenture, that the Company has good and marketable title to such minerals, lands and interests in lands, and that except for the lien of taxes and assessments not delinquent, the same are free from any mortgage or other lien prior to the lien of this Indenture;

(g) such further or additional opinion or opinions of counsel (who may be of counsel for the Company) as the Trustee may reasonably require or request with respect to any matter or questions pertaining to such release or exchange.

Section 9. All moneys received by the Trustee in respect of any and all sales pursuant to this Article Seven of property directly subject to the lien of this Indenture and all moneys received as compensation for the expropriation of property directly subject to the lien of this Indenture and all other moneys received by the Trustee pursuant to any of the provisions of this Indenture the disposition of which is not otherwise in this Indenture specifically provided for, shall be held by the Trustee and, if none of the events of default specified in Section 1 of Article Eight hereof shall have happened and be continuing, may, from time to time, at the election of the Company:

(a) be paid by the Trustee to the Company or upon its order to reimburse the Company for expenditures made by it after June 1, 1948, and for which the Company shall not have been otherwise reimbursed, which expenditures shall have been made for one or more of the purposes for which Bonds were authenticated and delivered provided, however, that (1) the amount so to be paid over by the Trustee shall not in any case be in excess of the Cost or then fair value as stated in the certificate or certificates required to be furnished under Section 8, of this Article, whichever is less, of the properties, additions, betterments or improvements in respect of the acquisition or construction of which such expenditures shall have been made; and (2) no proceeds of minerals or real property subject to the lien of this Indenture as a first lien thereon released under the provisions of this Article Seven shall be used to acquire or to reimburse the Company for the acquisition of properties which shall be subject to any lien (other than for taxes and assessments not delinquent) prior to the lien of this Indenture; or

(b) be applied by the Trustee, at the written request of the Company, (1) to the purchase of Bonds then outstanding as may be designated for the purpose by the Company, at such price or prices as the Company may from time to time fix, not exceeding the redemption price or prices thereof in the case of Bonds which shall be subject to re-

demption, or (2) to the payment of any Bonds due within one (1) year after the receipt by the Trustee of such moneys, or (3) to the redemption, pursuant to the provisions of this Indenture or any indenture supplemental hereto, of Bonds then outstanding which shall be subject to redemption, of such one or more series as may be designated for the purpose by the Company; any Bonds so purchased, paid or redeemed, together with all appurtenant coupons, if any, shall forthwith be canceled.

In the event that any such moneys shall be so applied to the purchase or redemption of Bonds at a price or prices in excess of the principal amount thereof, such excess and any premium on redemption and all accrued interest so paid or included in any purchase or redemption price shall be provided and paid by the Company out of its general funds, anything herein contained to the contrary notwithstanding. The Trustee shall not be required to apply any such moneys to the purchase or redemption of Bonds unless and until it shall have received from the Company an amount equal to and for payment of any accrued interest thereon and any excess over the principal amount thereof payable in connection with such purchase or redemption of Bonds.

Section 10. In no event shall any purchaser or purchasers of any property sold or disposed of under any provision of this Article Seven be required to see to the application of the purchase money.

Section 11. In case, pursuant to the requirements of any mortgage or other instrument constituting a lien prior to the lien of this Indenture upon any property sold or exchanged or surrendered or upon any part thereof, the moneys received on any sale or exchange or surrender shall have been paid to the trustee under such mortgage or other instrument, the Trustee shall accept the receipt of such trustee for such moneys or such part thereof as shall represent the consideration for that part of the property so sold or exchanged or surrendered on which such mortgage or other instrument shall constitute such lien prior to the lien of this Indenture, in lieu of such moneys or such part thereof.

Section 12. In case the trust estate or any part thereof shall be in the possession of a receiver, or a trustee in bankruptcy or in proceedings for the reorganization of a corporation, lawfully appointed, the powers in and by this Article Seven conferred upon the Company may be exercised by such receiver or trustee with the approval of the Trustee in respect of the property in the possession of such receiver or Trustee, and if the Trustee shall be in possession of the trust estate under any provisions of this Indenture, then all the powers of this Article Seven conferred upon the Company may be exercised by the Trustee in its discretion.

ARTICLE EIGHT

Events of Default, Remedies of Trustee and Bondholders.

Section 1. The following events shall be events of default under this Indenture and the term "event of default" or "events of default" shall mean, whereever used in this Indenture, except when otherwise specifically defined, one or more of the following events:

(a) default in the payment of any part of the principal (including premium, if any, payable in respect thereof) of any of the Bonds, when and as the same shall become due and payable, whether by the terms thereof, by proceedings for the redemption thereof, or by declaration or otherwise as therein or herein or in any indenture supplemental hereto provided;

(b) default, continuing for a period of thirty (30) days, in the payment of any interest on any of the Bonds, or in any part of any sinking fund payment payable in respect of any of the Bonds, when and as the same shall become due and payable;

(c) the entry, by a court of competent jurisdiction, of a decree or order adjudicating

the Company a bankrupt or appointing a receiver or receivers or trustee or trustees of all or any substantial part of the property of the Company or of any subsidiary which at that time shall hold or operate any of the mortgaged property, upon the application of any creditor in an insolvency or bankruptcy proceedings or other creditors' suit, if such decree or order shall continue in effect for a period of ninety (90) days after the entry thereof;

(d) the filing by the Company or any subsidiary which at that time shall hold or operate any of the mortgaged property, of a petition in voluntary bankruptcy or a petition under the Federal Bankruptcy Act or other similar law or an assignment for the benefit of creditors by the Company or consent by the Company to the appointment of a receiver or receivers or trustee or trustees of all or any substantial part of its property;

(e) default in the due observance or performance of any other of the covenants, conditions or stipulations on the part of the Company to be performed, as in this Indenture or in the Bonds provided, continuing for a period of thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Company by the Trustee, or by holders of not less than twenty-five (25%) percent in principal amount of the Bonds then outstanding.

Section 2. No coupon or claim for interest belonging or appertaining to any of the Bonds, which in any way at or after maturity shall have been transferred or pledged separate and apart from the Bond to which it relates shall, unless accompanied by such Bond, be entitled, in case of an event of default hereunder, to any benefit by or from this Indenture, except after the prior payment in full of the principal of all of the Bonds and of all coupons and claims for interest not so transferred or pledged.

Section 3. If any one or more events of default shall occur, then and in every such case either the Trustee or the holders of not less than twenty-five (25%) percent in principal amount of the Bonds then outstanding may declare the principal of all of the Bonds then outstanding, if not already due, to be due and payable immediately and, upon any such declaration, such principal shall become and be immediately due and payable, anything in this Indenture or in the Bonds contained to the contrary notwithstanding. Any such declaration by the Trustee may be made by notice in writing delivered by the Trustee to the Company, and any such declaration by not less than twenty-five (25%) percent of the Bondholders may be made by notice in writing delivered by such Bondholders to the Company and to the Trustee. If, however, at any time after the principal of all of the Bonds shall have been so declared due and payable, and prior to the date of maturity thereof, as stated in the Bonds and prior to the sale of any property of the Company on execution under a judgment obtained by the Trustee in pursuance of any provisions of this Indenture, the principal, premium, if any, and interest on such Bonds as shall have become due and payable by proceedings for the redemption thereof and all arrears of interest upon all of the Bonds, with interest so far as may be lawful on overdue interest at the rate of six (6%) percent per annum, shall have been paid or provided for and all other existing events of default (other than the payment of the principal which has been so declared due and payable) shall have been remedied and made good or provision therefor deemed by the Trustee to be adequate shall have been made, thenand in such case the holders of a majority in principal amount of the Bonds then outstanding, by written notice to the Company and to the Trustee, may waive such event or events of default and the consequences thereof and rescind such declaration upon such terms, conditions and agreements, if any, as they may determine; but no such waiver or rescission shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 4. In case any one or more of the events of default shall happen and be continuing, the Trustee itself or by its agents or attorneys may, but shall not be required to, enter upon and take possession of all or any part of the trust estate and may exclude the

Company, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the trust estate and conduct the business thereof, either personally or by its superintendents, managers, receivers, agents, servants or attorneys, and may purchase material and manufacture, produce and sell all products produced in such business; and the Trustee may take possession of all materials on hand on the trust estate and use, sell and dispose of the same and, at the expense of the trust estate, from time to time, either by purchase, repair or construction, may maintain and restore and insure or keep insured all property provided for use or sale in connection with such business and likewise, from time to time, at the expense of the trust estate, may make all necessary or proper repairs, renewals and replacements and useful alterations, additions, betterments and improvements to and of the trust estate as to it may seem judicious; and in such case the Trustee may manage the trust estate and carry on such business and exercise all rights and powers of the Company, either in the name of the Company or otherwise, as the Trustee shall deem best, and may collect and receive all earnings, income, rents, issues and profits of the same and every part of the trust estate.

After deducting the expenses of operating the trust estate and of conducting the business thereof and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements and all payments which may be made for taxes, assessments, insurance and prior and other proper charges upon the trust estate, or any part thereof, as well as just and reasonable compensation for its own services and for those of all agents, attorneys, counsel, clerks, servants and other employees by it engaged and employed, the Trustee shall apply the moneys arising as aforesaid and all other income of the trust estate ratably to the persons entitled to such payments, without any discrimination or preference, as follows:

(1) In case the principal of all the Bonds shall not have become due, to the payment of the interest in default in the order of the maturity of the instalments of such interest, with interest so far as may be lawful on each such instalment at the rate of six percent (6%) per annum, such payments to be made ratably to the persons entitled thereto, without discrimination or preference, and after payment of all arrears of interest, to the payment of any instalments of any sinking fund payable in respect of Bonds of any series then in default;

(2) In case the principal of all the Bonds shall have become due, by declaration or otherwise, first to the payment of the accrued interest, in the order of the maturity of the instalments of such interest, with interest so far as may be lawful on the overdue instalments thereof at the rate of six percent (6%) per annum, and next to the payment of the principal of all the Bonds.

Upon compliance with all the provisions of this Indenture as to which the Company shall be in default and the payment in full of whatever may be due for principal or interest and of all instalments of any sinking fund which shall have become due and whatever may be payable for any other purpose required by any provision of this Indenture, possession of the trust estate shall be returned to the Company or whosoever shall be entitled thereto.

Section 5. If one or more of the events of default mentioned in Section 1 of this Article Eight shall have happened and shall be continuing, then and in every such case the Trustee, either directly or by their attorneys or agents, may in their discretion forthwith proceed to sell subject to the then prior liens, if any, existing thereon all and singular the trust estate. Such sale or sales shall be made to the highest bidder at public auction on the Courthouse steps in Storey County, Nevada, situate in Virginia City, Nevada and/or at such other place or places and at such time or times and on such terms as the Trustee or a court of competent jurisdiction may fix and briefly specify in the notice thereof,

to be given as hereinafter provided, or as may be required by law. In the event of any sale whether made under the power of sale herein granted or conferred or under or by virtue of judicial proceedings or a judgment or decree of foreclosure or otherwise, the whole of the property subject to the lien hereof shall be sold in one parcel and as an entirety, unless such sale as an entirety is impracticable by reason of some statute or other cause or unless a court of competent jurisdiction shall otherwise direct or unless the Trustee in its discretion shall consider such sale as an entirety to be inadvisable and not in the interest of the holders of the Bonds or unless the holders of a majority in principal amount of the Bonds then outstanding shall in writing request the Trustee to cause the same to be sold in parcels. In case of such request in writing, the sale shall, in so far as may be lawful, be made in such parcels and in such order as may be specified in such request and in the notice of such sale.

Section 6. Notice of any sale, whether under or by virtue of the power of sale herein contained or by virtue of judicial proceedings or of any judgment or decree of sale, shall state the time when and the place where the same is to be made and shall contain a brief general description of the property to be sold and shall be sufficiently given if published once in each week for four successive weeks prior to such sale in a newspaper printed in the English language and of general circulation in the place where such sale is to be made and in a similar newspaper in the County of Allegheny, Commonwealth of Pennsylvania, County of Washoe, State of Nevada, and County of San Francisco, State of California, and in such other manner as may be required by law. The Trustee may adjourn any such sale or cause the same to be adjourned from time to time by announcement at the time and place appointed for such sale or for any adjourned sale or sales and without further notice or publication, such sale may be made at the time and place to which the same shall be so adjourned.

Section 7. Upon the completion of any sale or sales, the Trustee shall deliver to the accepted purchaser or purchasers a good and sufficient deed or good and sufficient deeds and/or other instruments conveying, assigning or otherwise transferring the properties sold. The Trustee and/or its successor is hereby appointed the true and lawful attorneys, irrevocably, of the Company for it and in its name to make all necessary instruments of conveyance and transfer and for that purpose may execute in the name of the Company all necessary acts of conveyance, assignment and transfer and may substitute one or more persons or corporations with like power, the Company hereby ratifying and confirming all that said attorneys or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, the Company, if so required by the Trustee, shall ratify and confirm such sale or sales by executing and delivering all such proper instruments of conveyance, transfer or otherwise as may be designated in such request.

Section 8. Any sale or sales made under or by virtue of this Indenture, whether under any power of sale hereby granted or by virtue or judicial or statutory proceedings, shall divest all right, title, interest, estate, claim and demand whatsoever, either at law or in equity, of the Company, its successors or assigns, of, in and to the trust estate so sold and shall be a perpetual bar at law, and in equity against the Company, its successors and assigns, and against any and all persons claiming or to claim the trust estate or any part thereof so sold from, through or under the Company, its successors or assigns. No purchaser at any such sale or sales or his representatives or assigns shall be bound to see to the application of the purchase money upon or for any trust or purpose of this Indenture or be answerable in any manner whatsoever for any loss, mis-application of non-application of any such purchase money paid by him or any part thereof or be bound to made any inquiry as to the authorization, necessity, expediency or regularity of any such sale or sales.

Section 9. If one or more of the events of default shall happen, the Trustee, directly or by attorney, instead of exercising the power of sale herein conferred upon it, may, in its discretion, and at the written request of the holders of not less than a majority in principal amount of the Bonds then outstanding shall, proceed forthwith by a suit or suits in equity or at law or by any other appropriate remedy to enforce payment of the Bonds and coupons and to foreclose this indenture and to sell the trust estate under a judgment or decree of a court or courts of competent jurisdiction, or for the specific performance of any covenant or agreement contained herein or in aid of the execution of any power herein granted or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of its rights or duties or any of the rights of the Bondholders hereunder.

Section 10. Subject to the provisions of Section 4 of Article Eleven, the holders of a majority in principal amount of the Bonds then outstanding hereunder shall have the right to direct whether the Trustee shall proceed by suit in equity or action at law or proceeding in bankruptcy and to direct and to control the time, method, and place of conducting any proceeding for any remedy available to the Trustee and the time, method, and place of exercising any trust or power conferred upon the Trustee under this Indenture. The holders of sixty-six and two-thirds percent (66-2/3rds%) in principal amount of the Bonds outstanding and exclusive of Bonds theretofore called for redemption, may at any time and from time to time waive any default or any event of default then existing hereunder, other than in respect of the payment of the principal of any of the Bonds at the maturity thereof or when designated for redemption or the payment of interest thereon as the same becomes due; and any such waiver shall bind all the Bonds and the holders thereof, and their respective successors in interest.

Section 11. The Company covenants that

(1) if default shall be made in the payment of any interest on any of the Bonds at any time outstanding, when and as the same shall become due and payable, and such default shall have continued unremedied for a period of sixty (60) days, or

(2) if default shall be made in the payment of the principal of any of the Bonds, when and as the same shall become due and payable, whether by the terms thereof, by proceedings for redemption, or upon declaration as authorized by this Indenture or otherwise,

then upon demand of the Trustee, the Company will pay to the Trustee, for the benefit of the holders of the Bonds, the whole amount which then shall have become due and payable on all such Bonds for interest or principal or both, as the case may be, including any premiums due on any Bond, with interest upon the overdue principal and, so far as may be lawful, upon overdue instalments of interest at the rate of six (6%) percent per annum, and in addition thereto such further amounts as shall be sufficient to cover the costs and expenses of collection, including a reasonable compensation to the Trustee and any expenses or liabilities incurred by it hereunder; and in case the Company shall fail to pay the same forthwith upon such demand, the Trustee, in its own name and as Trustee of an express trust, shall be entitled to sue and recover judgment for the whole amount so due and unpaid. The Trustee shall be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement and/or foreclosure of the lien of this Indenture upon the trust estate or in such proceedings and the right of the Trustee to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture or by the foreclosure of the lien hereof and, in case of the sale of the trust estate and of the application of the net proceeds of sale to the payment of the indebtedness represented by the Bonds and coupons, the Trustee, in its name as trustee and as trustee of an express trust for the

benefit, ratably, of the holders of said Bonds and coupons, shall be entitled to receive and enforce payment of the amount of any deficiency, that is to say, any amount then remaining due and unpaid upon all or any of the Bonds and coupons then outstanding with interest upon all overdue principal and interest so far as may be lawful at the rate of six percent (6%) per annum, and shall be entitled, in its name as such trustee, to recover judgment for any portion of such indebtedness remaining unpaid, with interest as above set forth. All rights of action upon or under any of said Bonds or coupons or under any provisions of this Indenture may be enforced by the Trustee without the possession of any of the Bonds or coupons or the production thereof upon any trial or other proceeding relative thereto. No recovery of any judgment by the Trustee and no levy of any execution under such judgment upon property subject to the lien hereof or upon any other property shall, in any manner or to any extent, affect or impair the lien of the Trustee hereunder or any rights, powers or remedies of the Trustee or the holders of the Bonds, but such liens, rights, powers and remedies shall continue in effect and unimpaired as before.

Section 12. No holder of any Bond or coupon shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust hereunder or for the appointment of a receiver or trustee or for any other remedy hereunder, unless the holders of not less than twenty-five percent (25%) in principal amount of the Bonds then outstanding previously shall have made written request upon the Trustee and shall have afforded it a reasonable opportunity either to proceed to exercise the powers herein granted or itself to institute such action, suit or proceeding; nor unless also they shall have offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have failed to comply with such request within a reasonable time; provided, however, that nothing in this Article Seven or elsewhere in this Indenture or in the Bonds or in the coupons contained shall affect or impair the obligation of the Company, which is unconditional and absolute, to pay at the date of maturity therein expressed the principal of and interest on the Bonds to the respective holders of the bonds and coupons at the time and place in the Bonds and coupons expressed, or affect or impair the right of action, which is also absolute and unconditional, of such holders to enforce such payment; and provided further, that the holder of any Bond which shall, by the terms thereof or of any supplemental indenture executed in respect thereof, be convertible into stock of the Company, without reference to the Trustee and without its consent, may, in his own behalf and for his own benefit, enforce, and may institute and maintain any proceeding suitable to enforce, his right to convert his Bond in accordance with the provisions of such Bond and of such supplemental indenture.

It is understood and intended that no holder of any Bond or coupon shall have any right in any manner whatever to affect, distrub or prejudice the lien of this Indenture by his action or to enforce any right hereunder, except in the manner herein provided, and that all proceedings hereunder shall be instituted and maintained in the manner herein provided and (subject to the provisions of Section 1 of Article Five and Section 2 of this Article Eight for the equal benefit of all holders of the then outstanding Bonds and coupons similarly situated.

Anything contained in this Section 12 to the contrary notwithstanding, the parties to this Indenture and the Bondholders agree that the court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorney's fees, against

any party litigant in such suit having due regard to the merits and good faith or the claims or defenses made by such party litigant; provided, however, that the provisions of this paragraph shall not apply to any suit instituted by the Trustee, to any suit instituted by any Bondholder, or group of Bondholders, holding in the aggregate more than ten percent (10%) in principal amount of the Bonds outstanding or to any suit instituted by any Bondholder for the enforcement of the payment of the principal of or interest on his Bonds on or after the maturity of such principal or interest.

The Trustee is hereby appointed (and the successive respective holders of the Bonds and coupons, by taking and holding the same, shall conclusively be deemed to have so appointed the Trustee) the true and lawful attorney in fact of the respective holders of the Bonds and coupons, with authority to make or file in the respective names of the holders of the Bonds and/or coupons or in behalf of all holders of the Bonds and/or coupons as a class (subject to deduction from any such claim of the amounts of any claims filed by any of the holders of the Bonds and/or coupons) any proof of debt, amendment to proof of debt, petition or other document; to receive payment of any sums becoming distributable on account thereof; and to execute any other papers and documents and do and perform any and all acts and things for and in the name of the respective holders of the Bonds and/or coupons as a class, as may be necessary or advisable in the opinion of the Trustee, in order to have the respective claims of the holders of the Bonds and/or coupons against the Company allowed in any equity receivership, insolvency, liquidation, bankruptcy, reorganization or other proceedings relative to the Company or its creditors or affecting its property and to receive payment of or an account of suchclaims, provided, that in no case shall the Trustee have any right to accept or consent to any plan of reorganization, or by other action of any character in any such proceeding to waive or change in any way right of any Bondholder even though it may otherwise be entitled so to do under any present or future law, all such power or authorization being hereby expressly denied. The Trustee shall have full power of substitution and delegation in respect of any such powers.

Section 13. In case of any sale of the trust estate, or any part thereof, whether under the power of sale hereby granted or by virtue of judicial or statutory proceedings, the purchase money, proceeds and avails of the trust estate, or of the part thereof sold, together with all other sums which may then be distributable under any of the provisions of this Indenture, shall be applied as follows:

(1) to the payment of the costs, expenses, fees and other charges of such sale or sales and of any judicial proceedings wherein the same may be made and reasonable compensation to the Trustee, its agents and attorneys and to the payment of all expenses and liabilities incurred and advances or disbursements made by the Trustee and to the payment of all taxes, assessments or liens prior to the lien of this indenture, except any prior liens and any taxes, assessments and other charges, subject to which the property shall have been sold;

(2) any amount then remaining to the payment of the whole amount due and unpaid upon the Bonds outstanding and all accrued and unpaid interest thereon, with interest on all overdue principal and so far as may be lawful on each instalment of overdue interest at the rate of six (6%) percent per annum; and, in case such proceeds shall be insufficient to pay in full the whole amount of principal and interest so due and unpaid upon the Bonds, then to the payment of such principal and interest, ratably, according to the aggregate of such due and unpaid principal and interest, without preference or priority of principal over interest or of interest over principal or of any interest coupon over any other interest coupon, subject, however, to the provisions of Section 1 of Article Five and Section 2 of this Article Seven;

(3) any surplus then remaining to the Company or whomsoever may be lawfully entitled to receive the same.

Section 14. In case of a sale or sales of the trust estate, the purchaser, for the purpose of making settlement or payment for the property purchased, shall be entitled to turn in or apply towards the payment of the purchase price, and to be credited with, any Bonds and any due and unpaid coupons (subject to the provisions of Section 1 of Article Five and Section 2 of this Article Eight thereto appertaining, to the extent of the amount distributable upon such Bonds and coupons upon a distribution among the holders thereof of the net proceeds of such sale, after making the deductions allowable under the terms hereof for the costs and expenses of the sale and otherwise; but such Bonds and coupons shall be deemed to be paid only to the extent so applied. At any such public sale the Trustee, and at any such sale, whether public or private, any holder or holders of Bonds may bid for and purchase the property so sold and may make payment therefor as aforesaid and upon compliance with the terms of sale may hold, retain and dispose of such property without further accountability, and the receipt of the Trustee or of any person duly appointed to make such sale shall be sufficient discharge for the purchase money to any purchaser.

Section 15. In case of a sale under any provision of this Article Eight the principal of all the Bonds then outstanding, if not previously due, immediately thereupon shall become and be due and payable, anything in the Bonds or in this Indenture contained to the contrary notwithstanding.

Section 16. If one or more of the events of default shall happen and shall be continuing, the Trustee shall be entitled, if it so elects, as a matter of right, forthwith and without declaration of maturity of the Bonds or of the interest due thereon or after declaration of maturity of the same, to the appointment of a receiver of all the property, interests, rights and business of the Company and of all the earnings, rents, issues and profits thereof, with such powers as the court making such appointment shall confer, and the Company covenants in such case to consent to the appointment of such receiver or receivers. In case of any receivership, insolvency, bankruptcy or reorganization proceedings affecting the Company, or its property, the Trustee shall be entitled to file and prove a claim for the entire amount due and payable by the Company under this Indenture at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Company hereunder after such date, without regard to or deduction for any amount which may have been or which may thereafter be received, collected or realized by the Trustee from or out of the mortgaged premises or any part thereof or from or out of the proceeds thereof or any part thereof.

Section 17. The Company for itself and for its successors and assigns, hereby expressly covenants with the Trustee that, at and immediately upon the commencement of any action, suit or other proceeding by the Trustee pursuant to the terms hereof to obtain judgment for the principal of and/or interest on any of the Bonds, or to enforce any right hereunder, the Company or its successors or assigns shall and will, severally upon the issuance and service of process, enter its or their voluntary appearance in such action, suit or proceeding and the Company will consent to the entry of judgment for such principal and interest and interest upon overdue principal and instalments of interest, so far as may be lawful, at the rate of six (6%) per cent per annum, and for the lawful costs and expenses and compensation of the Trustee and of its Agents and Attorneys and for such other relief as the Trustee may be entitled to hereunder, and that, at and upon the commencement of any such action, suit or proceeding, the Company and its successors and assigns shall and will, if required by the Trustee, consent to the appointment of a receiver or receivers of its property and business and of the earnings, income and profits thereof, with power to and in such receiver or receivers to continue all then pending actions and to hold and enforce all such choses in action as have accrued or are

to accrue to the Company, as well as to receive and hold all such earnings, income and profits, for the sole benefit of the Trustee and the holders of the Bonds and coupons then outstanding and with such other or further powers as the court making such appointment shall confer.

Section 18. The Company, for itself and its successors and assigns, so far as it lawfully may, hereby agrees that it or any of them will at no time insist upon or plead or in any manner whatever claim or take the benefit or advantage of any stay or extension or redemption law, now or at any time hereafter in force; nor will it or any of them claim, take or insist upon any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisement of the trust estate, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained or to the decree of any court of competent jurisdiction; nor after any such sale or sales will it or any of them claim or exercise any right under any statute enacted by any State, or otherwise, to redeem the property so sold or any part thereof, and the Company, for itself, its successors and assigns hereby expressly waives all benefits and advantages of any such law or laws, and covenants and it will not hinder, delay or impede the execution of any power herein granted and delegated to the Trustee but that it will suffer and permit the execution of every such power as though no such law or laws had been made or enacted. If any law such as hereinbefore in this Section 18 mentioned or referred to and now in force, of which the Company or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract contained herein or to protect the Company against the operation or application of the provisions of this Section 18.

Section 19. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee or to the holders of the Bonds and/or Coupons is intended to be exclusive of any other remedy or remedies, and each and every such remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

Section 20. If the Trustee shall have proceeded to enforce any right under this Indenture or under or with respect to the Bonds or coupons, by sale, foreclosure or otherwise, and such proceedings shall have been discontinued or abondoned because of waiver or for any other reason or shall have been determined adversely to the Trustee, then and in every such case the Company and the Trustee, as the case may be, shall severally and respectively be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as though no such proceedings had been taken.

Section 21. No Bonds owned or held by, for the account of or for the benefit of, the Company or any person or corporation controlling, controlled by, or under common control with the Company shall be deemed outstanding for the purpose of any payment or distribution provided for in this Article Eight. However, Bonds owned or held by, for the account of or the benefit of, the Company or any such person or corporation controlling, controlled by or under common control with the Company, which have been pledged to secure an obligation, shall be deemed outstanding for the purpose of any payment or distribution provided for in this Article Eight.

Section 22. No delay or omission of the Trustee or of any holder of Bonds to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any such event of default or an acquiescence therein; and every power and remedy given by this Article Eight or by law to the Trustee or to the Bondholders or any of them, respectively, may be exercised from time to time and as often

as may be deemed expedient by the Trustee or by the Bondholders, respectively.

Section 23. The provisions of this Article Eight and the powers by it granted to the Trustee or the Bondholders are strictly subject to the limitation that, if by the commencement of any action at law to recover judgment for any amount due and unpaid upon the Bonds or upon coupons appertaining to Bonds or other indebtedness, or otherwise hereunder or by the exercise of any other remedy prior to or concurrently with proceedings to enforce the lien of this Indenture upon the mortgaged premises or the trust estate, the lien of this Indenture upon the mortgaged premises or the trust estate, or the security hereby provided for would be surrendered, waived or lost, the Trustee or the Bondholders shall not have power to commence such action at law or so to exercuse such other remedy; provided, however, that nothing in this Section 23 contained shall affect or impair the obligation of the Company, which is unconditional and absolute, to pay at the date of maturity therein expressed the principal of and interest on the Bonds to the respective holders of the Bonds and coupons at the time and place in the Bonds and coupons expressed, or affect or impair the right of action, which is also absolute and unconditional, of such holders to enforce such payment, anything herein contained to the contrary notwithstanding.

Section 24. It is intended that the grants of the several classes and parcels of property contained herein shall each be construed and treated as a separate, distinct grant for the purpose of securing the Bonds issued hereunder in the same manner as though each of said classes and parcels of property were liened, mortgaged and transferred to the Trustee by a separate and distinct instrument so that if it should at any time appear or be held that this Indenture fails to transfer to the Trustee the title to said several and distinct classes and parcels of property, or any part thereof, as against creditors of the Company, other than the holders of the several Bonds and coupons or otherwise, such failure shall not operate to affect in any wise the transfer of the other classes and parcels of property or any part thereof; but nothing herein contained shall be construed as requiring the Trustee or the Bondholders to resort to any particular property for the satisfaction of the indebtedness hereby secured in preference or priority to any other property hereby conveyed, but the Trustee may seek satisfaction out of all said property, or any part thereof, in its own absolute discretion.

Section 25. The Trustee shall have power but shall not be obliged unless indemnity is provided to institute and to maintain such suits and proceedings as it may be advised shall be necessary or expedient to restrain the enforcement of, or compliance with, or the observance of, any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the endorsement of, or compliance with, or observance of, such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the holders of the Bonds and coupons or of the Trustee.

ARTICLE NINE

Immunity of Incorporations, Stockholders Officers and Directors.

No recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any Bond or coupon shall be had against any incorporator, or any past, present or future stockholder, officer or director of the Company, or of any successor corporation, as such, either directly or through the Company or otherwise, whether by virtue of any constitution, statute or rule of law or otherwise, all such liability being hereby expressly waived by the delivery of this Indenture and the issue of the Bonds and coupons.

ARTICLE TEN

Merger, Consolidation or Sale.

Section 1. The Company covenants and agrees that it will not consolidate or merge with

or into any other corporation, or sell or transfer all or substantially all of its property and assets to any other corporation, unless at the time of such consolidation, merger, sale or transfer, the consolidated corporation or the corporation merged with, or into which the Company may be merged or to which the property of the Company may have been sold or transferred, would be able to meet all the provisions of the Indenture the same as though such corporation had been the original party of the first part hereto instead of the Company.

Section 2. Subject to the provisions of Section 1 of this Article Ten, nothing in this Indenture shall prevent the consolidation or merger of the Company with or into any other corporation, nor shall it prevent the consolidation or merger of any other corporation with or into the Company, nor shall it prevent the sale, conveyance or lease by the Company of its properties as an entirety or substantially as an entirety, nor shall it prevent successive similar such consolidations, mergers, sales, conveyances or leases; provided that any such consolidation or merger, sale, conveyance or lease shall be on such terms as not to impair the lien and security of this Indenture upon any part of the trust estate or any of the rights and powers of the Trustee or of the holders of the Bonds and that any successor corporation formed by such consolidation with the Company or the corporation into which the Company shall be merged or to which the Company shall have sold, conveyed or leased its property as an entirety, or substantially as an entirety, shall, as a condition of such consolidation or merger of sale, conveyance or lease, expressly assume the due and punctual payment of all of the Bonds and the interest thereon and the observance and performance of all the covenants and conditions of the Bonds and of this Indenture; and provided further that as a consideration of any such sale, conveyance or lease of the property of the Company as an entirety or substantially as an entirety, the corporation to which such property shall be so sold, conveyed or leased shall also simultaneously with the delivery to it of conveyance effectuating such sale, conveyance or lease, execute and deliver to the Trustee a proper indenture, in form satisfactory to the Trustee whereby such corporation shall so assume the obligations herein provided to be assumed by it; and provided further that any lease of the properties of the Company as an entirety or substantially as an entirety shall be made expressly subject to the lien of this Indenture and shall contain a provision that if any event of default as defined in Section 1 of Article Eight of this Indenture shall exist when such lease is made or shall occur while it is in effect, such lease may be immediately terminated at any time while such event of default exists either by the Trustee or by the purchaser at any sale hereunder of the property so leased, whether such sale be made under the power of sale hereby conferred or under judicial proceedings.

Section 3. In case any corporation shall be consolidated with the Company as aforesaid or in case the Company shall be merged into any other corporation or in case of the sale, conveyance or lease of the property of the Company as an entirety or substantially as an entirety, the corporation formed by such consolidation or into which the Company shall have been merged or to which such sale, conveyance or lease shall have been made, upon executing with the Trustee and causing to be recorded, registered and/or filed, as this Indenture shall have been theretofore recorded, registered and/or filed, an indenture, whereby such corporation shall assume the due and punctual payment of all the Bonds and the interest thereon and the observance and performance of all the covenants and conditions of the Bonds and of this Indenture, shall succeed to the Company, with the same effect as if it had been named herein as the party of the first part hereto, and such corporation may thereupon cause to be signed and may issue, either in its own name or in the name of the Company, any or all of the Bonds which shall not theretofore have beensigned by the Company

and delivered to the Trustee, and the Trustee, upon the order of such corporation in lieu of the Company, and subject to all the terms, conditions and restrictions herein prescribed, shall authenticate and deliver any and all Bonds which shall have been previously signed by the officers of the Company and delivered to the Trustee for authentication and any of such Bonds which such corporation shall thereafter cause to be signed and delivered to the Trustee for such purpose. All Bonds so issued shall in all respects have the same rank and security as the Bonds theretofore or thereafter issued in accordance with the terms of this Indenture, as though all of said Bonds had been actually issued by the Company as of the date of the execution hereof.

Section 4. In case the Company, pursuant to Section 2 of this Article Ten shall be consolidated with or merged into any other corporation, or shall sell, convey or lease, subject to this Indenture, all of its property as an entirety or substantially as an entirety as aforesaid, this Indenture shall continue to be a lien upon all of the properties, rights and interests then covered hereby or by an indenture supplemental hereto theretofore executed by the Company and shall be or become and be constituted, by supplemental indenture or otherwise as herein provided, a lien upon all betterments and improvements thereof or appurtenant thereto or renewals or replacements thereof or substitutions therefor made by the successor corporation, and, to the same extent and upon the same terms and conditions as though such consolidation, merger or sale, conveyance or lease had not occurred, upon any and all other property thereafter acquired by such successor corporation and upon all betterments and improvements thereof or appurtenant thereto or renewals or replacements thereof or substitutions therefor. Nothing herein contained is intended, nor shall it be so construed, as (a) to subject to the lien hereof any property or assets held or owned at the time of any consolidation, merger or sale by any other corporation with which the Company shall consolidate or into which it shall merge or to which it shall make such sale, conveyance or lease, or to subject to the lien hereof any property or assets (not then subject to the lien hereof) to which such other corporation may then be entitled, or (b) to affect the provisions of Section 3 of this Article Ten requiring any successor corporation to execute, record, register and/or file the indenture by the terms of said Section 3 provided and required to be executed, recorded, registered and/or filed.

ARTICLE ELEVEN

Concerning the Trustee.

Section 1. The Trustee may select and employ hereunder suitable agents and attorneys. The Trustee shall not be responsible for the recitals herein or in the Bonds contained (except the authentication of the Trustee endorsed on the Bonds), all of which (except as aforesaid) are made by the Company alone, nor shall it be concerned with or accountable for the use or appropriation by the Company of the Bonds or the proceeds thereof, or for the application by the Company of the Bonds or the proceeds thereof, or for the application of any moneys paid out by it under the provisions hereof. The Trustee shall have no responsibility for the validity of this Indenture or for the validity of the execution or acknowledgment hereof by the Company or for the validity of any of the Bonds issued hereunder, or for the title to, or sufficiency of, the security provided hereby. Except as herein otherwise expressly provided the Trustee shall not be bound to recognize any person as the holder of a Bond, unless and until his Bond is submitted to the Trustee for inspection, if required, and his title thereto satisfactorily established, if disputed.

Section 2. The Trustee hereby accepts full responsibility for the exercise of due care in the performance of its powers and duties as the same are defined by the express terms of this Indenture. Anything in this Indenture contained to the contrary notwithstanding, the Trustee undertakes, prior to the happening of an event of default as defined in Section 1

of Article Eight hereof, to exercise such duties as are set forth in the Indenture, and only such duties, and after the happening of such an event of default to exercise such of the rights and powers vested in it by this Indenture, and to use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

Section 3. Subject to the provisions of Section 2 of this Article Eleven, the Trustee shall not be answerable or accountable under any circumstances whatsoever, except for its own negligent action, its own negligent failure to act, or its own wilful misconduct. No provision hereof shall, or shall be construed to, relieve the Trustee from any liability arising from such negligent action, or negligent failure or wilful misconduct except that:

(a) prior to the happening of an event of default as defined in Section 1 of Article Eight, the Trustee shall not be liable except for the performance of such duties as are specifically set forth in the Indenture and no implied covenants or obligations shall be read into the Indenture against the Trustee but the duties and obligations of the Trustee, prior to the happening of an event of default, shall be determined solely by the express provisions hereof;

(b) prior to the happening of an event of default, as defined in Section 1 of Article Eight, and in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon resolutions, certificates, statements, opinions, requests, consents, reports, orders, or other documents or instruments conforming to the requirements of the Indenture; provided, however, that the Trustee shall examine the evidence furnished to it pursuant to any provision hereof to determine whether or not such evidence conforms to the requirements hereof; and provided further that the Trustee, in the absence of bad faith on its part, shall not be bound to make any further investigation into the matters stated in any such resolution, certificate, statement, opinion, request, consent, report, order or other document or instrument;

(c) the Trustee shall not be personally liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(d) subject to the provisions of Section 2 of this Article Eleven, the Trustee shall not be under any responsibility for the approval of any expert for any of the purposes expressed in this Indenture, except that nothing herein contained shall relieve the Trustee of its obligation to exercise reasonable care with respect to the approval of independent experts who may furnish opinions or certificates to the Trustee pursuant to any provision hereof.

Section 4. Subject to the provisions of Section 2 of this Article Eleven, the Trustee shall not be under any obligation to take any action towards the execution or enforcement of the trust hereby created which in its opinion would be likely to involve it in expense or liability, unless one or more of the holders of the Bonds, as often as required by the Trustee, shall indemnify it to its satisfaction against any such expense or liability. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of not less than a majority of the Bondholders relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture; but the foregoing provisions of this Section 4 are intended only for the protection of the Trustee and shall not be construed to limit or to effect any discretion or power by any provision of this Indenture given to the Trustee to determine whether or not it shall take action in respect of any default or any power or discretion of the Trustee

to take action in respect of any default without such direction from Bondholders.

Any action taken by the Trustee upon the request of any person who at the time is the holder of any Bond or Bonds shall be conclusive and binding upon all future holders of the same Bond or Bonds and of any Bond or Bonds issued in lieu thereof or in exchange therefor.

Section 5. Any request, notice, authorization, opinion or direction to the Trustee by the Company, except as elsewhere in this Indenture otherwise provided, shall be evidenced by a copy of a resolution of the Board of Directors of the Company, certified by its Secretary or one of its Assistant Secretaries under its corporate seal. Subject to the provisions of Section 2 of this Article Eleven, in any instance where the Trustee may require evidence preparatory to taking or refraining from taking any action under this Indenture at the request or direction of the Company or otherwise, the Trustee may, except where herein otherwise provided, accept the certificate of the President or one of the Vice Presidents and the Secretary or one of the Assistant Secretaries of the Company as conclusive evidence of any pertinent fact, and such certificate shall be full protection to the Trustee for any action taken or omitted by it upon the faith thereof.

The Company agrees that from to time it will furnish promptly the Trustee such further certificates, reports, data and information, not specifically provided for in this Indenture and not inconsistent with the provisions thereof, as the Trustee may require or request.

Section 6. The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trust hereby created, and the Company agrees to pay such compensation as well as all expenses reasonably incurred or disbursed by the Trustee hereunder from time to time upon demand; and, until paid, the Trustee shall have a lien upon the mortgaged property, and upon the proceeds thereof preferential to the Bonds, for the payment thereof, provided, however, that the aggregate amount secured by such lien shall not in any event exceed ten percent (10%) of the aggregate principal amount of the Bonds then outstanding under this Indenture. Any Moneys received by the Trustee under any provision of this Indenture shall be treated by it, until it is required to pay out the same conformably herewith, as a special deposit in trust, without any liability for interest, save such as during that time it agrees with the Company to pay thereon. The Trustee shall be under no duty at any time to record, file or re-file this Indenture or to give any notice to anyone of the existence thereof. Subject to the provisions of Sections 9 and 10 of this Article Eleven and Section 4 of Article Twelve, the Trustee and any paying agent hereunder may acquire, deal in or hold Bonds and coupons, may act as depositary, trustee, transfer agent, registrar or agent for the Company or for any committee or other body in respect of any bonds, debentures, notes, stock or other securities of the Company, and may engage or be interested in any financial or other transaction with the Company or any one or more of its subsidiaries, in the same manner, to the same extent and with like effect as though it were not Trustee or paying agent hereunder.

Section 7. Any moneys deposited with the Trustee or any paying agent appointed hereunder for the payment of the principal of, and premium, if any, or interest on, the Bonds and not applied to such payment within six (6) years after such deposit and after such sums shall have become due and payable, shall be repaid to the Company on demand; and thereupon the Trustee or such paying agent, as the case may be shall be released from all further liability with respect to such moneys, and the holder of any Bonds or coupons entitled to receive such payment shall thereafter look only to the Company for the payment thereof; provided however, that the Trustee or such paying agent before being required to make any such repayment, shall at the expense of the Company cause to be published once a week for two successive calendar weeks (on any day in each week) in a daily newspaper printed in the

English language and of general circulation in the City of Reno, Washoe County, Nevada and in the City of Pittsburgh, Allegheny County, Pennsylvania, a notice that such moneys have not been so applied and that after a date therein said moneys will be returned to the Company.

Section 8. The Trustee may advance moneys for the purpose of paying taxes, rentals under leases, or otherwise preserving the trust estate, but, it shall be under no obligation so to do, or may, but shall be under no obligation to procure such advances to be made by others and for such advances made by the Trustee or by others at its request, the Trustee or others making such advances shall have a lien on the property in the trust estate prior to the lien of any of the Bonds issued under the Indenture, provided, however, that the aggregate amount secured by such lien shall not in any event exceed ten percent (10%) of the aggregate principal amount of the Bonds then outstanding under the Indenture.

Section 9 (a) If the Trustee has or shall acquire any conflicting interest as hereinafter defined in this Section 9, the Trustee shall, within ninety (90) days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign, such resignation to become effective upon the appointment of a successor trustee and such successor's acceptance of such appointment, and the Company covenants that it will take prompt steps to have a successor appointed in the manner provided in Section 13 of this Article Eleven.

(b) Subject to the provisions of the paragraph of Section 12 of Article Eight, any Bondholder who has been for at least six (6) months, a bona fide holder of one or more Bonds outstanding hereunder, may, on behalf of himself and of all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee, and the appointment of a successor, if the Trustee fails, after written request therefor by such Bondholder, to comply with the provisions of subsection (a) of this Section 9.

(c) For the purpose of this Section 9, the Trustee shall be deemed to have a conflicting interest if-

(1) the Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company, are outstanding unless such other indenture is a collateral trust indenture under which the only collateral consists of bonds issued under this Indenture, provided that there shall be excluded from the operation of this paragraph another indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding, if the Company shall have sustained the burden of proving, on application to the Securities and Exchange Commission and after opportunity for hearing thereon, that the trusteeship hereunder and such other indenture is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify the Trustee from acting as such under one of such indentures;

(2) the Trustee or any of its directors or executive officers becomes an obligor upon the Bonds or an underwriter for the Company;

(3) the Trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with the Company or an underwriter for the Company;

(4) the Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee, or representative of the Company, or of an underwriter (other than the Trustee itself) for the Company who is currently engaged in the business of underwriting except that (A) one individual may be a director and/or an executive officer of the Trustee, but may not be at the same time an executive

officer of the Trustee and the Company; (B) if and so long as the number of directors of the Trustee in office is more than nine, one additional individual may be a director and/or an executive officer of the Trustee and a director of the Company; and (C) the Trustee may be designated by the Company or by any underwriter for the Company, to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent, or depositary, or in any other similar capacity, or, subject to the provisions of paragraph (1) of this subsection, to act as trustee, whether under an indenture or otherwise;

(5) ten percent (10%) or more of the voting securities of the Trustee is beneficially owned either by the Company or by any director, partner of executive officer thereof, or twenty percent (20%) or more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or ten percent (10%) or more of the voting securities of the Trustee is beneficially owned either by an underwriter for the Company or by any director, partner or executive officer thereof, or is beneficially owned, collectively, by any two or more such persons;

(6) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default as hereinafter in this Section 9 defined, (A) five percent (5%) or more of the voting securities, or ten percent (10%) or more of any other class of security, of the Company, not including the Bonds issued under this Indenture and securities issued under any other indenture under which the Trustee is also trustee, or (B) ten percent (10%) or more of any class of security of an underwriter for the Company;

(7) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default as hereinafter in this Section 9 defined, five percent (5%) or more of the voting securities of any person who, to the knowledge of the Trustee, owns ten percent (10%) or more of the voting securities of, or controls directly or indirectly or is under direct or indirect common control with, the Company;

(8) the Trustee is the beneficial owner of or holds as collateral security for an obligation which is in default as hereinafter in this Section 9 defined, ten percent (10%) or more of any class of security of any person who, to the knowledge of the Trustee, owns fifty percent (50%) or more of the voting securities of the Company; or

(9) the Trustee owns, on May 15th in any calendar year, in the capacity of executor, administrator, testamentary or inter vivos trustee, guardian, committee or conservator, or in any other similar capacity, an aggregate of twenty-five percent (25%) or more of the voting securities, or of any class of security, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under paragraphs (6), (7), or (8) of this subsection (d). As to any such securities of which the Trustee acquired ownership through becoming executor, administrator, or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply for a period of two (2) years from the date of such acquisition, to the extent that such securities included in such estate do not exceed twenty-five percent (25%) of such voting securities of twenty-five percent (25%) of any such class of security. Promptly after May 15th, in each calendar year, the Trustee shall make a check of its holdings of such securities in any of the above-mentioned capacities as of such May 15th. If the Company fails to make payment in full of principal or interest upon the Bonds at the time outstanding hereunder when and as the same becomes due and payable, and such failure continues for thirty days thereafter, the Trustee shall make a prompt check of its holdings of such securities in any of the above-mentioned capacities as of the date of the expiration of such thirty-day period, and after such date, notwithstanding the foregoing provisions of this paragraph, all such securities vested in it, shall, but only so long as such failure shall continue,

be considered as though beneficially owned by the Trustee, for the purposes of paragraphs (6), (7), and (8) of this subsection (d).

The specifications of percentages in paragraphs (5) to (9), inclusive, of this subsection (c) shall not be construed as indicating that the ownership of such percentages of the securities of a person is or is not necessary or sufficient to constitute direct or indirect control for the purpose of paragraph (3) or (7) of this subsection (c).

For the purposes of paragraphs (6), (7), (8), and (9) of this subsection (d) only, (A) the terms "security" and "Securities" shall include only such securities as are generally known as corporate securities, but shall not include any note or other evidence of indebtedness issued to evidence an obligation to repay moneys lent to a person by one or more banks, trust companies, or banking firms, or any certificate of interest or participation in any such note of evidence of indebtedness; (b) an obligation shall be deemed to be in default when a default in payment of principal shall have continued for thirty days or more and shall not have been cured; and (c) the Trustee shall not be deemed to be the owner or holder of (i) any security which it holds as collateral security (as trustee or otherwise) for an obligation which is not in default as above defined, or (ii) any security which it holds as collateral security under this indenture, irrespective of any default thereunder, or (iii) any security which it holds as agent for collection, or as custodian, escrow agent or depositary, or in any similar representative capacity.

For the purpose of this Section 9, the term "underwriter" when used with reference to the Company means every person, who, within three (3) years prior to the time as of which the determination is made, has purchased from the Company with a view to, or has sold for the Company in connection with, the distribution of any security of the Company outstanding at such time, or has participated or has had a direct or indirect participation in any such undertaking or has participated or has had a participation in the direct or indirect underwriting of any such undertaking; but such term shall not include a person whose interest was limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors' or sellers' commission.

For the purpose of this Section 9, the term "person" shall have the meaning assigned to such term in Section 2 of the Securities Act of 1933 as heretofore amended.

The percentages of voting securities and other securities specified in this Section 9 shall be calculated in accordance with the following provisions:

(a) A specified percentage of the voting securities of a person means such amount of the outstanding voting securities of such person as entitled the holders thereof to cast such specified percentage of the aggregate votes which the holders of all the outstanding voting securities of such person are entitled to cast it in the direction or management of the affairs of such person.

(b) A specified percentage of a class of securities of a person means such percentage of the aggregate amount of securities of the class outstanding .

(c) The term "amounts", when used in regard to securities, means the principal amount if relating to evidences of indebtedness, the numbers of shares if relating to capital shares, and the number of units if relating to any other kind of security.

(d) The term "outstanding" means issued and not held by or for the account of the issuer. The following securities shall not be deemed outstanding within the meaning of this definition:

(1) Securities of an issuer held in a sinking fund relating to securities of the issuer of the same class;

(2) Securities of an issuer held in a sinking fund relating to another class of securities of the issuer, if the obligation evidenced by such other class of

securities is not in default as to principal or interest or otherwise;

(3) Securities pledged by the issuer thereof as security for an obligation of the issuer not in default as to principal or interest or otherwise;

(4) Securities held in escrow if placed in escrow by the issuer thereof;

Provided, however, that any voting securities of an issuer shall be deemed outstanding if any person other than the issuer is entitled to exercise the voting rights thereof.

(e) A security shall be deemed to be of the same class as another security if both securities confer upon the holder or holders thereof substantially the same rights and privileges; provided; however, that, in the case of secured evidences of indebtedness, all of which are issued under a single indenture, differences in the interest rates or maturity dates of various series thereof shall not be deemed sufficient to constitute such series different classes: and provided, further, that, in the case of unsecured evidences of indebtedness, differences in the interest rates or maturity dates thereof shall not be deemed sufficient to constitute them securities of different classes, whether or not they are issued under a single indenture.

Section 10. (a) Subject to the provisions of subsection (b) of this Section 10, if the Trustee shall be, or shall become, a creditor, directly or indirectly, secured or unsecured, of the Company within four months prior to a default as defined in the last paragraph of this subsection, or subsequent to such a default, then, unless and until such default shall be cured, the Trustee shall set apart and hold in a special account for the benefit of the Trustee individually and the holders of Bonds and of any other securities of the Company outstanding under any other indenture containing provisions substantially similar to the provisions of this Section 10 (a) and under which the Trustee is also Trustee (such holders of Bonds and of such other securities being hereinafter in this Section 10 referred to as "indenture security holders")

(1) an amount equal to any and all reductions in the amount due and owing upon any claim as such creditor in respect of principal or interest, effected after the beginning of such four months' period and valid as against the Company and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in paragraph (2) of this subsection (a) or from the exercise of any right of set-off which the Trustee could have exercised if a petition in bankruptcy had been filed by or against the Company upon the date of such default; and

(2) all property received in respect of any claim as such creditor, either as security therefor, or in satisfaction or composition thereof, or otherwise, after the beginning of such four months' period, or an amount equal to the proceeds of any such property, if disposed of, subject, however, to the rights, if any, of the Company and its other creditors in such property or such proceeds.

Nothing herein contained, however, shall affect the right of the Trustee

(A) to retain for its own account (i) payments made on account of any such claim by any person (other than the Company) who is liable thereon, and (ii) the proceeds of the bone fide sale of any such claim by the Trustee to a third person, and (iii) distributions made in cash, securities, or other property in respect of claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law;

(B) to realize, for its own account, upon any propery held by it as security for any such claim, if such property was so held prior to the beginning of such four months' period;

(C) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was

created after the beginning of such four months' period and such property was received as security therefor simultaneously with the creation thereof, and if the Trustee shall sustain the burden of proving that at the time such property was so received the Trustee had no reasonable cause to believe that a default as defined in the last paragraph of this subsection (a) would occur within four (4) months; or

(D) to receive payment on any claim referred to in paragraph (B) or (C) of this Section 10, against the release of any property held as security for such claim as provided in paragraph (B) or (C) of this Section 10 as the case may be, to the extent of the fair value of such property.

For the purposes of paragraphs (B), (C), and (D) of this Section 10, property substituted after the beginning of such four months' period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any of such paragraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any preexisting claim of the Trustee as such creditor, such claim shall have the same status as such preexisting claim.

If the Trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be apportioned between the Trustee and the indenture security holders in such manner that the Trustee and the indenture security holders realize, as a result of payments from such special account and payments of dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, the same percentage of the respective claims, figured before crediting to the claim of the Trustee anything on account of the receipt by it from the Company of the funds and property in such special account and before crediting to the respective claims of the Trustee and the indenture security holders dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, but after crediting thereon receipts on account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this paragraph, with respect to any claim, the term "dividends" shall include any distribution with respect to such claim, in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, whether such distribution is made in cash, securities, or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claim. The court in which such bankruptcy, receivership or proceeding for reorganization is pending shall have jurisdiction (i) to apportion between the Trustee and the indenture security holders, in accordance with the foregoing provisions, the funds and property held in such special account and the proceeds thereof, or (ii) in lieu of such apportionment, in whole or in part, to give to the foregoing provisions of this paragraph due consideration in determining the fairness of the distribution to be made to the Trustee and the indenture security holders with respect to their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in such special account or as security for any such claim, or to make a specific allocation of such distributions as between the secured and unsecured portions of such claims, or otherwise to apply the provisions of this paragraph as a mathematical formula.

Any Trustee who has resigned or been removed after the beginning of such four months' period shall be subject to the provisions of this subsection (a) as though such resignation or removal had not occurred. If any Trustee has resigned or been removed prior to the beginning

of such four months' period, it shall be subject to the provisions of this subsection (a) if and only if the following conditions exist -

(i) the receipt of property or reduction of claim which would have given rise to the obligation to account, if such Trustee had continued as trustee, occurred after the beginning of such four months' period; and

(ii) such receipt of property or reduction of claim occurred within four (4) months after such resignation or removal.

As used in this Section 10 the term "default" means any failure to make payment in full of principal or interest, when and as the same becomes due and payable, hereunder or under any other indenture containing provisions substantially similar to the provisions of this Section 10 (a) and under which the Trustee is also trustee and under which the Company has issued securities held by Bondholders.

(b) There shall be excluded from the operation of subsection (a) of this Section 10 a creditor relationship arising from --

(1) the ownership or acquisition of securities issued under any indenture, or any security or securities having a maturity of one year or more at the time of acquisition by the Trustee;

(2) advances authorized by a receivership or bankruptcy court of competent jurisdiction, or by this Indenture, for the purposes of preserving the property subject to the lien of this Indenture or of discharging tax liens or other prior liens or encumbrances on the trust estate, if notice of such advances and of the circumstances surrounding the making thereof is given to the Bondholders, at the time and in the manner provided in this Indenture;

(3) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, registrar, custodian, paying agent, fiscal agent or depositary, or other similar capacity;

(4) an indebtedness created as a result of services rendered or premises rented; or an indebtedness created as a result of goods or securities sold in a cash transaction;

(5) the ownership of stock or of other securities of a corporation organized under the provisions of Section 25 (a) of the Federal Reserve Act, as amended, which is directly or indirectly a creditor of the Company;

(6) the acquisition, ownership, acceptance, or negotiation of any drafts, bills of exchange, acceptances, or obligations which fall within the classification of self-liquidating paper.

The word "security" or "securities" as used in this subsection (b) shall have the same meaning as the definition of the word "security" in the Securities Act of 1933, as amended.

The term "cash transaction" as used in this subsection (b) means any transaction in which full payment for goods or securities sold is made within seven (7) days after delivery of the goods or securities in currency or in checks or other orders drawn upon banks or bankers and payable upon demand.

The term "self-liquidating paper" as used in this subsection (b) means any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Company for the purpose of financing the purchase, processing, manufacture, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of or a lien upon the goods, wares or merchandise previously constituting the security, provided the security is received by the Trustee simultaneously with the creation of the creditor relationship with the Company arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation.

Section 11. The Trustee may resign the trust hereby created and become and remain wholly discharged from all further duty or responsibility hereunder, except as hereinafter provided, upon giving to the Company thirty (30) days' notice in writing of such resignation and upon giving notice to the Bondholders of such resignation by publication, specifying the date when such resignation shall take effect, which notice shall be published at least once in each of two (2) consecutive calendar weeks (in each instance on any day of the week) prior to the date so specified, in a daily newspaper printed in the English language and published and of general circulation in Reno, Washoe County, Nevada and in the City of Pittsburgh, Allegheny County, Pennsylvania.

Such resignation shall take effect on the day specified in such notice, unless previously a successor trustee shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of a successor trustee.

This Section 11 shall not be applicable to resignations pursuant to Section 9 of this Article Eleven.

Section 12. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Company and signed by the holders of a majority in principal amount of the Bonds then outstanding.

Section 13. In case at any time the Trustee or any trustee or trustees hereafter appointed shall resign or shall be removed or be dissolved or otherwise shall become incapable of acting, or if any public officer or officers shall take charge or control of the Trustee or of its property or affairs, a vacancy shall forthwith and ipso facto be created in the office of Trustee hereunder and a successor may be appointed by the holders of a majority in principal amount of the Bonds then issued and outstanding by an instrument or concurrent instrument in writing signed by such Bondholders or by their attorneys in fact duly authorized; provided, nevertheless, and it is hereby agreed and declared, that in case at any time there shall be a vacancy in the office of trustee hereunder, the Company by an instrument executed by order of its Board of Directors may appoint a trustee to fill such vacancy until a new trustee shall be appointed by the Bondholders as herein authorized. The Company shall publish notice of any such appointment by it made once in each week (in each instance on any day of the week) for two (2) consecutive calendar weeks in a daily newspaper printed in the English language and published and of general circulation in the City of Reno, Washoe County, Nevada, and in the City of Pittsburgh, Allegheny County, Pennsylvania, but any new trustee appointed by the Company shall immediately and without further act be superseded by a trustee appointed by the Bondholders in the manner above specified, provided that such appointment be made prior to the expiration of six (6) months from the date of the first publication of such notice. If the Trustee resigns because of a conflict of interest, as provided in Section 9 of this Article Eleven, and a successor has not been appointed by the Company or the Bondholders or, if appointed, has not accepted the appointment within thirty (30) days after the date of such resignation, the resigning trustee may apply to any court of competent jurisdiction for the appointment of a successor trustee.

Every such trustee appointed by the Bondholders or by the Company or by a court of competent jurisdiction upon the application of a resigning trustee shall at all times be an incorporated bank or trust company organized and doing business under the laws of the United States or of the State of Nevada, having its principal Office in the City of Reno, Nevada, and which is authorized under such laws to exercise corporate trust powers, is subject to supervision or examination by federal or state authority, is in good standing, and has a combined capital and surplus aggregating not less than one million ($1,000,000). For the purpose of this provision the combined capital and surplus of such trustee shall be

deemed to be its combined capital and surplus as set forth in its most recent report of condition, if such trustee publishes reports of conditions at least annually pursuant to law or to the requirements of said supervisory or examining authority.

Any new trustee appointed hereunder shall execute, acknowledge and deliver to the Company an instrument accepting such appointment hereunder and thereupon such new trustee, without any further act or deed, shall become fully vested with all the rights, powers, trusts, duties and obligations of its predecessors in the trusts hereunder with like effect as if originally named as Trustee herein; and, upon the resignation or removal of any trustee, at the time acting hereunder, all the estate, right, title and interest of such trustee in the mortgaged property shall wholly cease and determine; but the trustee ceasing to act shall nevertheless, on the written request of the Company or of the new trustee and at the cost and expense of the Company, and upon payment of the charges and disbursements of the trustee so resigned or removed then unpaid, execute and deliver to such new trustee all such deeds, conveyances and other instruments as may be reasonably required for fully vesting in such new trustee all its estate, right, title and interest in the mortgaged property, and shall pay over and deliver to such new trustee all moneys and securities then in its possession hereunder.

Section 14. Any national banking association or trust company into which the Trustee or any successor to it in the trust created by this agreement may be merged, or with which it or any successor to it may be consolidated, or which results from any merger or consolidation to which the Trustee, or any successor to it, shall be a party, shall, if such association or trust company could have been appointed successor trustee under the provisions of Section 13 of this Article Eleven, be the successor trustee under this agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 15. Anything herein contained to the contrary notwithstanding if, at any time or times, in order to conform with any law of any locality in which the Company shall then own or hold any property subject to the lien of this Indenture, the Trustee shall be advised by counsel satisfactory to it that it is necessary or prudent in the interest of the holders so to do, the Trustee and the Company shall unite in the execution and delivery of any and all instruments and agreements necessary or proper to appoint another trust company, bank or banking association (qualified under Section 13 of this Article Eleven to act as trustee hereunder) or one or more persons, approved by the Trustee, either to act as Co-Trustee or Co-Trustees hereunder of any or all of the property subject to the lien of this Indenture, jointly with the Trustee, or its successor, or to act as separate trustee or trustees of any such property; and the trust company, bank or banking association, or the person or persons, so appointed shall be such Co-Trustee or Co-Trustees, or separate trustee or trustees; provided, however, anything herein contained to the contrary notwithstanding, such Co-Trustee or Co-Trustees shall act and be such, subject to the following conditions and provisions, namely:

(a) The Bonds shall be authenticated and delivered, and all right, powers, duties and obligations conferred or imposed upon the Trustee, including the custody, control and management of moneys or papers, shall be exercised or performed solely by the First National Bank of Nevada (Main Branch), Reno, Nevada, or its successor as the Trustee hereunder;

(b) No power shall be exercised hereunder by the Co-Trustee or Co-Trustees except jointly with the Trustee, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by the Co-Trustee or Co-Trustees.

Subject to the foregoing provisions of this Section 15, if any such Co-Trustee or Co-Trustees shall be appointed or be acting hereunder, the term Trustee as herein used shall, wherever proper to give effective meaning to any provision hereof, be deemed to include such Co-Trustee or Co-Trustees.

ARTICLE TWELVE

Possession Until Default - Defeasance Clauses

Section 1. Until some default shall have been made in the due and punctual payment of the interest or of the principal of the Bonds or of some part of such interest or principal or in the due and punctual performance and observance of some covenant or condition hereof obligatory upon the Company, and until such default shall have continued beyond the period of grace, if any, hereinbefore provided in respect thereof, the Company and its successors and assigns, shall be suffered and permitted to retain actual possession of all the property subject to the lien of this Indenture, other than deposited cash and other property pledged or to be pledged hereunder to the Trustee and to manage, operate and use the same and every part thereof with the rights and franchises appertaining thereto, and to collect, receive, take, use, and enjoy the earnings, income, rents, issues and profits thereof, and to manufacture, transform and otherwise utilize and to sell and dispose of any of the products thereof.

Section 2. If, when all the Bonds shall have become due and payable, the Company shall well and truly pay, or cause to be paid, the whole amount of the principal and interest (and premium, if any) due upon all such Bonds and appurtenant coupons then outstanding, or shall provide for such payment by depositing with the Trustee as trust funds the entire amount due thereon for principal and interest (and premium, if any), and shall also pay, or cause to be paid, or provide for, all other sums payable hereunder and shall well and truly keep and perform all the things herein required to be kept and performed by it according to the true intent and meaning of this Indenture, then and in that case all property and other rights and interests hereby conveyed or assigned, or pledged, or then subject hereto, shall revert to the Company and its successors or assigns; and the estate, right, title and interest of the Trustee in respect thereof shall thereupon cease, determine and become void; and in such case the Trustee on demand of the Company or its successors or assigns, and at its or their cost and expense, shall cancel and satisfy this Indenture and all indentures supplemental hereto and shall execute and deliver to the Company such instruments as may be necessary or appropriate to release and discharge of record this Indenture and all indentures supplemental hereto at all places where the same shall have been recorded, and shall also execute and deliver any proper instruments necessary to revest the trust estate in the Company, free from the lien hereof and of all indentures supplemental hereto, and deliver to the Company the trust estate in the hands of the Trustee; otherwise this Indenture and all indentures supplemental hereto shall continue and remain in full force and effect.

ARTICLE THIRTEEN

Definitions and Miscellaneous Provisions

Section 1. All the covenants, stipulations, promises and agreements in this Indenture contained by or in behalf of the Company shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Section 2. Whenever used in this Indenture, unless the context shall otherwise clearly indicate, the terms hereafter in this Section 2 defined shall have the respective meanings set forth:

(1) The words "the Trustee" or any other equivalent term, as used

in this Indenture, shall be held and construed to mean the trustee or trustees hereunder for the time being, whether original or successor.

(2) The words, "Trustee", "Bond", "Bondholder", "holder", "bearer" and "owner" shall signify the plural as well as the singular number and the term "majority" shall signify "majority in principal amount", whether or not so expressed.

(3) The words "Bond or "Bonds" shall be held and construed to mean a Bond or Bonds, as the case may be, authenticated and delivered under this Indenture, and the word "coupon" or "coupons" to mean a coupon or coupons appertaining to a Bond or Bonds.

(4) The term "holders" shall mean and include, as applied to Bonds, the bearers of any Bonds. Any reference to a particular percentage or proportion of the Bondholders shall mean the holders at the particular time of the specified percentage or proportion in aggregate principal amount of all Bonds then outstanding under this Indenture, exclusive of Bonds held by the Company (whether or not theretofore issued), or by any person or corporation controlling, controlled by, or under common control with the Company and whether held in the treasury of the Company or of any such person or corporation, except that for the purposes of determining whether the Trustee shall be protected in relying on any direction or consent by a given percentage or proportion of Bondholders, only Bonds which the Trustee knows are so held shall be so excluded. Bonds so owned which have been pledged in good faith may be regarded as outstanding within the meaning of this paragraph, if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to give any direction or consent with respect to such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company.

(5) the word "subsidiary company" or "subsidiary", or the plural thereof, shall be held and construed to mean any corporation or corporations of which one hundred percent (100%) of the capital stock (other than directors' qualifying shares) entitled to vote for the election of directors (otherwise than as affected by events of default) is at the time owned by the Company and/or by one or more other subsidiaries.

(6) The terms "current assets" and "current liabilities" shall be interpreted in such a way that the amounts thereof shall be arrived at in accordance with sound and generally accepted accounting practice.

(7) The term "funded and long-term debt" shall mean only indebtedness having a maturity at the time of its creation of more than one (1) year, independent of acceleration.

Section 3. The Trustee, as provided herein, may employ attorneys and accountants in and about the execution of the trusts hereby created and the duties hereby imposed, and the Trustee shall not be liable for the neglect, omission, or mistake of any of such attorneys or accountants when said Trustee shall have acted in good faith and shall have exercised reasonable discretion in the selection of such attorneys and accountants.

Section 4. Nothing in this Indenture or the Bonds or coupons expressed or implied is intended or shall be construed to confer upon or give to any person or corporation, other than the parties hereto and the holders of the Bonds and coupons, any legal or equitable right, remedy or claim under or by reason of this Indenture or the Bonds or coupons or any covenant, condition or stipulation hereof or of the Bonds or coupons; and all of the covenants, stipulations, promises and agreements in this Indenture or in the Bonds or coupons contained are and shall be held to be for the sole and exclusive benefit of the parties hereto and of the holders of the Bonds and coupons.

Section 5. This Indenture may be simultaneously executed in any number of counterparts,

each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 6. All notices hereunder to the Company shall be sufficient in all respects if delivered in person or sent by mail, postage prepaid, addressed to the Company at its principal office in Virginia City, Nevada, or, when given by persons other than the Trustee, either at such principal office or at the principal office of the Trustee in the City of Reno, Nevada, pursuant to Section 14 of Article Five hereof. All notices hereunder to the Trustee shall be sufficient in all respects if delivered in person or sent by mail, postage prepaid, addressed to the Trustee at its principal office in the City of Reno, Nevada.

Section 7. FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA, party hereto of the second part, hereby accepts the trusts in this Indenture declared and provided, upon the terms and conditions hereof.

IN WITNESS WHEREOF, DAYTON CONSOLIDATED MINES COMPANY, party of the first part hereto, has caused this instrument to be signed in its corporate name and its corporate seal to be hereunto affixed by its President or one of its Vice-Presidents and by its Secretary or one of its Assistant-Secretaries, and its corporate seal to be attested by its Secretary or one of its Assistant-Secretaries for and in its behalf, by order of its Board of Directors, and FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA, Trustee, party of the second part hereto, in token of its acceptance of the trusts hereby created, has caused this instrument to be signed in its corporate name and its corporate seal to be hereunto affixed by its President or one of its Vice-Presidents, and by its Secretary or one of its Assistant Secretaries, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, by order of the Executive Committee of its Board of Directors, all as of the day and year first above written.

DAYTON CONSOLIDATED MINES COMPANY,

By Homer L. Gibson
President.

(Corporate Seal)
ATTEST:
W. J. Henley
Secretary

FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA

By R. O. Kwapil
President.

(Corporate Seal)
ATTEST:
C. D. Brown
Assistant Trust Officer

$165.00 Internal Revenue Stamps affixed and cancelled.

THIS INDENTURE has been executed in two counterparts. The principal office of DAYTON CONSOLIDATED MINES COMPANY is in Silver City, in the County of Lyon, and State of Nevada, and its Post Office address is Virginia City, Storey County, Nevada. Documentary stamps in the amount of One hundred sixty-five ($165.00) dollars have been affixed to the copy of the Indenture of record in the Recorder's Office of Lyon County, Nevada.

WICK, SMITH & HODEL

By George D. Wick
Attorneys for the Underwriter

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 30th day of June A. D. one thousand nine hundred and forty-eight, personally appeared before me W. E. Taber, a Notary Public in and for the County of Washoe, State of Nevada, HOMER L. GIBSON known to me to be the President of Dayton Consolidated Mines Company, one of the corporations that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed

the said instrument, freely and voluntarily and for the uses and purposes therein mentioned.

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

W. E. TABER
Notary Public in and for the County of Washoe, State of Nevada.

(Notarial Seal)
My Commission expires: July 14, 1949

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 30th day of June A. D. one thousand nine hundred and forty-eight, personally appeared before me W. E. Taber a Notary Public in and for the County of Washoe, State of Nevada, R. O. Kwapil known to me to be the Vice President and Trust Officer of First National Bank of Nevada, Reno, Nevada, one of the corporations that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument, freely and voluntarily and for the uses and purposes therein mentioned.

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

W. E. TABER
Notary Public in and for the County of Washoe, State of Nevada.

(Notarial Seal)
My Commission Expires: July 14, 1949

Recorded at request of First National Bank of Nevada July 1, 1948 at 5 Min. past 9 A. M.

James F. Barton
County Recorder
By Charles B. Newcomb
Deputy.

FILE NO. 56012

THIS DEED OF TRUST, made the 30th day of June, 1948, between HARLIE L. RENO and MARIJEANNE RENO, his wife, both of the City of Fernley, County of Lyon, State of Nevada, hereinafter called "grantors", and WASHOE COUNTY TITLE GUARANTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Nevada, hereinafter called "trustee", and ALBERT C. LORENZ and EMILIE M. LORENZ, his wife, both of the aforesaid City, County and State, as joint tenants, hereinafter called "beneficiaries",

W I T N E S S E T H:

WHEREAS, grantors are indebted to beneficiaries in the sum of TWO THOUSAND DOLLARS ($2,000.00), lawful money of the United States, and have agreed and by these presents do agree to pay said beneficiaries the same, with interest thereon according to the terms of a certain promissory note executed and delivered therefor by grantors to beneficiaries, which said promissory note is in words and figures as follows, to-wit:

"$2,000.00

Reno, Nevada
June 30, 1948

"For value received, without grace, we, jointly and severally, promise to pay to ALBERT C. LORENZ or EMILIE M. LORENZ, his wife, as joint tenants, or order, the sum of TWO THOUSAND DOLLARS ($2,000.00), with interest on the same at the rate of six percent (6%) per annum from date hereof until paid, both principal and interest payable only in lawful money of the United States, interest payable monthly and principal payable as hereinafter set forth.

"The makers hereof agree to pay to the holder or holders of this note the sum of $20.00 or more a month upon the principal amount hereof commencing with the 30th day of July, 1948,

5/24/49 Released File #56779 Book T Page 223

-430 Deeds 42

direct flow, owned or under the control of the grantor, shall ever be used upon this land and that grantor shall never be required to divert water for, or deliver water to, the said lands until and unless the owner of said lands lawfully transfers water from sources other than District owned water for use upon said lands, and furnished the grantor with satisfactory evidence of such tranfer duly made in accordance with law. This covenant shall run with the land and shall be binding upon the grantees, heirs, executors, administrators and assigns (or if the grantee be a corporation, upon its successors and assigns). Upon breach of the foregoing covenant or covenants the title to said lands shall ipso facto revert to the grantor and this deed shall become null and void.

TO HAVE AND TO HOLD all and singular the said premises unto the said parties of the second part and to their heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part has caused these presents to be executed by its president and secretary and its corporate name and seal to be hereunto affixed the day and year first above written.

(Seal)
ATTEST:
Claire Thompson, Secretary

WALKER RIVER IRRIGANTION DISTRICT
By Richard B. Day, President

STATE OF NEVADA, }
COUNTY OF LYON. } SS.

On this 8th day of September A.D. 1959, personally appeared before me the undersigned, a Notary Public in and for the County of Lyon, State of Nevada, R.B.Day, known to me to be the President of the corporation that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned. IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)
My comm. expires Nov. 18,1962

Claire Thompson, Notary Public in and for the County of Lyon, State of Nevada.

Recorded at request of Ellen LaRue Sept. 24,1959 at 35 min. past 11 a.m.

Jas. F. Barton, County Recorder
By Ellen Gill Deputy

FILE NO. 76352

TRUSTEES DEED OF FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA, AS TRUSTEE UNDER DEED OF TRUST DATED APRIL 1, 1948, FOR DAYTON CONSOLIDATED MINES COMPANY, A NEVADA CORPORATION, TO DAYTON INSPIRATION GOLD CORP., A NEVADA CORPORATION.

WHEREAS, on April 1,1948, Dayton Consolidated Mines Company, a Nevada corporation, made and executed a deed of trust, recorded in the office of the County Recorder of Lyon County, Nevada in Book "S" of Mortgages, at page 526, and further recorded in the records of the County Recorder of Storey County in Book "P" of Mortgages at page 252, both recordings of said County Recorders of the Counties of Lyon and Storey being July 1, 1948, and

WHEREAS, First National Bank of Nevada, Reno, Nevada, a national banking association having its principal place of business in Reno, Washoe County, Nevada, is named Trustee in said Deed of Trust, and

WHEREAS, upon default of the terms of said deed of trust said First National Bank of Nevada, Reno, Nevada, as trustee, on April 22, 1959, recorded a notice of breach and default under said deed of trust and election to sell the property described in said deed of trust, which notice of breach and election to sell was recorded on April 22, 1959 in the office of the

County Recorder of Lyon County, Nevada in Book "Z" of Mortgages at page 11 and on April 23,1959 was recorded in the office of the County Recorder of Storey County in Book "W" of P. of A. at page 5, and

WHEREAS, following thirty-five days from the recording of said notice of breach and default and intention to sell, First National Bank of Nevada gave notice of sale to be held on the courthouse steps of the courthouse at Virginia City,Storey County, Nevada at 2 p.m. on the 11th day of September,1959,which notice of sale was posted on the notice board in front of the Lyon County Courthouse at Yerington, Nevada, upon a notice board at the corner of Main Street north of the flower shop in Yerington, Lynn County, Nevada, and upon a notice board on the street south of the courthouse in Yerington, Lyon County, Nevada by the sheriff of Lyon County,Nevada, and said trustee further caused said notice of sale to be posted on the sheriff's bulletin board, Storey County Counthouse in Virginia City,Nevada, upon the Post master's Bulletin Board, U.S.Post Office, Virginia City,Nevada and at Dayton Consolidated mines Shaft, Gold Hill, Nevada, by the Sheriff of Storey County, Nevada, and further, said trustee caused publication of the notice of sale to be published in the counties of Storey, Lyon and Washoe, Nevada, and in the city and county of San Francisco, California, and at Pittsburgh, Allegheny County,Pennsylvania, by publications as follows: On July 31, August 7, 14 and 21, 1959 in the Pittsburgh Press at Pittsburgh, Allegheny County, Pennsylvania; for three times with first publication on July 31st and last publication on August 21,1959 in the Mason Valley News at Yerington, Lyon County, Nevada; on July 31, August 7, 14 and 21, 1959 in the Territorial Enterprise and Virginia City News in Virginia City, Storey County, Nevada; on August 3, 10,17 and 24, 1959 in the Recorder in the City and County of San Francisco, State of California; and on July 31,August 7,14 and 21,1959 in the Nevada State Journal in Reno, Washoe County, Nevada, and

WHEREAS, at the time and place of sale, to wit, on September 11, 1959 at 2 p.m. on the front steps of the Courthouse at Virginia City, Storey County, Nevada, the highest bid received by the trustee was the sum of $40,589.72 from Dayton Inspiration Gold Corp., a Nevada Corporation, which the trustee declared as the highest bid, the trustee thereupon sold all right, title and interest of the trustee to said highest bidder and said sum of $40,589.72 was then and there paid over to the trustee as consideration pursuant to the terms of the sale and in the manner provided as conditions of the sale,

NOW, THEREFORE, by virtue of the power of sale, authority, rights and all powers in that certain deed of trust dated April 1, 1948 between Dayton Consolidated Mines Company, a Nevada Corporation, and First National Bank Of Nevada, Reno, Nevada, as trustee, the undersigned, First National Bank of Nevada, Reno, Nevada, hereby assigns, sets over, conveys, grants, sells and delivers, without any warranty, covenant or liability on the part of First National Bank of Nevada, Reno, Nevada, but without limitation as to any rights held by First National Bank of Nevada, as trustee under said deed of trust, all of the right, title and interest of First National Bank of Nevada, Reno, Nevada, in and to any of the following described real property or the personal property contained thereon, held by First National Bank of Nevada in its capacity as trustee under said deed of trust, to DAYTON INSPIRATION GOLD CORP., a Nevada corporation, and to its successors and assigns forever, being all those certain patented and possessory mining claims and pieces and parcels of land hereinafter described, together with all other real estate, minerals, ores and personal property belonging to, connected with or arising

out of said deed of trust of April 1, 1948 and standing in the name of First National Bank of Nevada as trustee, to wit:

A. The following locate, situate and being in the Gold Hill Mining District, Storey County, State of Nevada and more particularly described as follows, to wit:

TRACT 1

Woodville Lode claim, U.S.Survey No.53, patent therefor being recorded in Book 35,page 114 Storey County, Nevada Records.

Justice Claim, U.S.Survey No.48, patent therefore being recorded in Book 31,page 426 Storey County Nevada Records.

Memphis Claim, U.S.Survey No.100,patent therefor being recorded in Book 39,page 39, Storey County Nevada Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada Records.

Blaine Claim (possessory) the certificate of location is recorded in Book D,page 80, Storey County, Nevada Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30,31, 27 and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot35, all in Block 6, Range C, GoldHill; also the south 40 feet of Lot 55 and all of Lot 56 in Block 8, Range D, Gold Hill.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Above covered by Deed from JUSTICE GOLD AND SILVER MINING COMPANY, a California corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated December 18,1941, recorded in Book 62 of Deeds, Page 157, Records of Storey County, Nevada.

TRACT 2

Shoshone-Comstock No.2, unpatented lode mining claim, the certificate of location is recorded in Book G, Page 385 in the County Recorder's office, Storey County, Nevada.

Keystone Patented mining claim, being U.S.Survey No.55, patent therefor being recorded in Book 36, page 56, Storey County, Nevada, records.

Chonta,(sometime called the Front Lode), being U.S.Survey No.117.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold and silver bearing quartz, rock and earth in place or severed of any and all minint claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Above covered by Deed from the COMSTOCK KEYSTONE MINING COMPANY, a Nevada corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated September 18,1936, recorded in book 62 of Deeds, page 20, Records of Storey County, Nevada.

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining Claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, page 142, Storey County, Nevada Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada Records.

Alto 10 (possessory) the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada Records.

Alto 11 (possessory) the certificate of location of which is recorded in Book G, page 34.

Caledonia U.S.Survey 4599, unpatented the certificate of location of which is recorded in Book F, page 179 Storey County, Nevada Records.

Front Lode U.S.Survey 49, 49A and 49B, patent therefor being recorded in Book 30, page 462 Storey County, Nevada records.

AND portions of any mining rights and surfacr rights included but not herein specifically named.

TOGETHER with all the dips, spurs, and angles, and also all the metals,ores,gold and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

ABOVE COVERED by Deed from CONSOLIDATED CHOLLAR GOULD AND SAVAGE MINING COMPANY, a California corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated June 17,1947,- recorded in Book 62 of Deeds, page 536, records of Storey County, Nevada.

TRACT 4

Lots numbered 16,17,19,20,21 and 22 in Block 6 of Range C of Gold Hill Townsite, Storey County, Nevada.

ABOVE covered by Deed from VINCENZO MARICONI, of Silver City,Nevada to the DAYTON CONSOLIDATED MINES COMPANY, dated May 28,1940 recorded in Book 62 of Deeds, page 45, Records of Storey County, Nevada.

Part of Lot Number 18 in Block 6, Range C of Gold Hill Townsite, Storey County,Nevada.

ABOVE covered by Deed from VINCENZO MARICONI, of Silver City, Nevada to the DAYTON CONSOLIDATED MINES COMPANY, dated March 31,1942, recorded in Book 62 of Deeds,Page 168, Records of Storey County, Nevada.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed.

TRACT 5

Guardian (possessory) the certificate of location is recorded in Book G, page 575, Storey County, Nevada records.

Defender (possessory) the certificate of location is recorded in Book G, page 576, Storey County, Nevada records.

Protector(possessory) the certificate of location is recorded in Book G, page 576 Storey County, Nevada records.

Gold King (possessory) the certificate of location is recorded in Book G, page 574 Storey County, Nevada records.

All of the above possessory claims located by Dayton Consolidated Mines Company.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant and appurtenant, or therewith usually hand and enjoyed.

B. The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada and more particularly described as follows, to wit:

TRACT 6

The Dayton (Marble Lode,U.S.Survey No.66.)

ABOVE covered by Deed from HOBART ESTATE COMPANY to DAYTON CONSOLIDATED MINES

COMPANY, dated October 10,1933 recorded in Book 27,of Deeds, page 427 Records of Lyon County, Nevada.

Kossuth, U.S.Survey No.63, recorded in Book B of Surveys, page 98, Lyon County, Nevada,records.
ABOVE covered by Deed from the KOSSUTH MINING COMPANY to DAYTON CONSOLIDATED MINES COMPANY, dated April 1,1936 recorded in Book M of Mining Deeds, page 466, Records of Lyon County,Nevada.

The Cherokee, U.S.Survey No.75, Patent therefor being recorded in Book B Surveys, page 105 Lyon County, Nevada records.
ABOVE COVERED by Deed from Maud Lee Flood (widow of James L. Flood, deceased) MARY EMMA FLOOD STEBBINS (daughter of James L. Flood, deceased.) and JAMES L. FLOOD (son of James L.Flood dedeqsed) to DAYTON CONSOLIDATED MINES COMPANY, dated October 22,1934, recorded in Book M, of Mining Deeds page 380, Lyon County Nevada records.

The Alhambra, U.S.Survey No.56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B Surveys, Page 74, Lyon County, Nevada Records.
ABOVE covered by Deed from LILY EHRHORN, TRUSTEE OF THE ALHAMBRA MINING COMPANY, to DAYTON CONSOLIDATED MINES COMPANY, dated June 15,1934, recorded in Book M, of Mining Deeds, page 579, Lyon County, Nevada records.

Wedge, Peach and Peach #2 (possessory) the certificate of location is recorded in Vol. P. of Locations Page , Lyon County, Nevada records.
ABOVE covered by Deed from C.N.Miller to Dayton Consolidated Mines Company, dated September 28, 1933 recorded in Book M of mining deeds, page 371 Lyon County, Nevada Records.

Mt. Grizzly (possessory) the certificate of location is recorded in Vol.Q of locations, page 425 Lyon County, Nevada records.
ABOVE Covered by deed from FRANK R. GORDON to DAYTON CONSOLIDATED MINES CO., dated September 24,1934 recorded in Book M of Mining Deeds page 378 Lyon County, Nevada records.

Dayton Fraction (possessory) the certificate of location is recorded in Book S of Locations page 107, Lyon County, Nevada records. (This possessory mining claim located by Dayton Consolidated Mines Company.)

Silver City Lots as laid down and described on the Ross E. Browne Map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283 Covered by Deed from the Hobart Estate Company to Dayton Consolidated Mines Company, dated October 10,1933, recorded in book 27 of Deeds, page 427 Lyon County, Nevada records.

Number 289, Covered by Deed from VIDA BOYLE AND ANNA F. LACROUTS to DAYTON CONSOLIDATED MINES COMPANY dated November 24, 1934, recorded in Book 28 of Deeds page 193 Lyon County,Nevada records.

Numbers 273-274 and 275,Covered by Deed from FRED BENNETTS to DAYTON CONSOLIDATED MINES COMPANY dated December 13,1934 recorded in Book 28 of Deeds, page 320 Lyon County,Nevada records.

Number 103 and known as"Eastern Slope Mill Site" covered by Deed from GEORGE FUERMAN to DAYTON CONSOLIDATED MINES COMPANY, dated November 30, 1934 recorded in Book 28 of Deeds, page 194, Lyon County, Nevada records.

Numbers 101-102 and 133, Covered by Deed from GEORGE FUERMAN to DAYTON CONSOLIDATED MINES COMPANY, dated October 18,1933 recorded in Book 27 of Deeds, page 428, Lyon County, Nevada records.

Numbers 129-134-135-136 and 180 covered by Deed from ANNA F. LACROUTS to DAYTON CONSOLIDATED MINES COMPANY, dated April 6,1934, recorded in Book 28 of Deeds, page 192, Lyon County,Nevada, records.

Part of Lot 104 and all of Lot 286, covered by Deed from MARY E. BONHAM and LAURA F. GREELEY to DAYTON CONSOLIDATED MINES COMPANY, DATED December 4,1933 recorded in Book 27 of Deeds, page 477 Lyon County, Nevada records.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and

silver bearing quarts, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

TRACT 7

Oest Mining Claim, U.S.Survey No. 149 (patented).

Comet North Extension Mining Claim, US.Survey No.150 (patented) recorded in Book M of Deeds, page 327, Lyon County, Nevada records.

Comet Lode mining claim, U.S.Survey No. 123 (patented) recorded in Book M of Mining Deeds, page 55, Lyon County, Nevada, records.

Lanzac Mining Claim, U.S.Survey No. 133, (patented) recorded in Book M of Mining Deeds, page 65, Lyon County, Nevada records.

Northern Bell Mining Claim, U.S.Survey No. 158, (patented) recorded in Book M of Mining Deeds page 59 Lyon County, Nevada records.

Northern Bell No. 2 Mining Claim, U.S.Survey No. 151 (patented) recorded in Book M of Mining Deeds, page 63, Lyon County, Nevada records.

Golden Eagle Mining Claim, U.S.Survey No. 157 (patented) recorded in Book M of Mining Deeds, page 57, Lyon County, Nevada records.

Brodek Mining Claim, U.S.Survey No. 1703 (patented) recorded in Book M of Mining Deeds, Page 61 Lyon County, Nevada records.

Great Republic Mining Claim (possessory) recorded in Vol. A of Locations, page 76, Lyon County, Nevada records.

Lilly Mining Claim (possessory) recorded in Vol. O of Locations, page 635, Lyon County Nevada records.

Bandy Mining Claim (possessory) recorded in Vol. O of Locations, page 634, Lyon County, Nevada records.

Homer Mining Claim (possessory) recorded in Vol. P of Locations Page 187, Lyon County, Nevada records.

ALL above claims covered by Deed from CLARA I. BOWEN to DAYTON CONSOLIDATED MINE COMPANY, dated November 15, 1943, recorded in Book N of Mining Deeds, page 187, Lyon County, Nevada records.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

ALSO all other real estate, minerals, ores (in place or severed, and proceeds from the sale thereof, if severed) and interests in and appurtenant to the same belonging to the company on the date of the Deed of Trust, also all other real estate, minerals, ores (in place or severed, and proceeds from the sale thereof, if severed) and interests in and appurtenant to the same.

ALSO all mines, mills, plants, buildings, offices, furnaces, forges, tipples, shafts, fixtures, power plants, pumping plants, boiler houses, engine houses, engines, boilers, machinery, belting, cables, shafting, mine cars, cranes, bridges, ovens, tanks, cupulos, machine shops, industrial tanks, railroad rails, railroad tracks, and sidings, switches, elevators, conveyors, binns, pipes and fittings, diamond drills, drills of every description, scales, tools of every description owned or acquired by the Company and which now are or may be situated upon a part of or appurtenant to any of the lands and properties subject to the Deed of Trust.

TOGETHER WITH, ALL AND SINGULAR, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD unto DAYTON INSPIRATION GOLD CORP., a Nevada Corporation, as grantee and to its successors and assigns, forever.

PROVIDED ALWAYS, that this deed shall be construed as a quitclaim deed of all the right, title and interest of First National Bank of Nevada, Reno, Nevada, as trustee, and this conveyance shall be and is subject to all encumbrances, liens and taxes of record.

IN WITNESS WHEREOF, the trustee, by and through its duly qualified and authorized officers has caused this deed to be executed this 15th day of September, 1959.

(SEAL)

FIRST NATIONAL BANK OF NEVADA,
RENO, NEVADA, AS TRUSTEE FOR
DAYTON CONSOLIDATED MINES COMPANY,
A NEVADA CORPORATION.
By R.O.Kwapil
Its Vice Pres. & Sr. Tr. Officer

By R.L.Holt
Its Assistant Trust Officer

($45.10 U.S.Int.Rev.Stamps affixed and cancelled.)

STATE OF NEVADA }
COUNTY OF WASHOE } SS.

On this 15th day of September A.D. one thousand nine hundred and fifty-nine personally appeared before me, E.R.Vacchina a Notary Public in and for said County of Washoe, R.O.KWAPIL known to me to be the Vice Pres. & Sr. Trust officer of the corporation that executed the foregoing instrument, and upon oath, did depose that he is the officer of said corporation, as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the county of Washoe, the day and year in this certificate first above written.

(Notarial Seal)
My commission expires Nov. 20,1960

E.R.Vacchina, Notary Public in and for
the County of Washoe, State of Nevada.

Recorded at request of First National Bank Sept. 25, 1959 at 10 min. past 9 a.m.

Jas. F. Barton, County Recorder
By Alice Gill Deputy

FILE NO. 76353

JOINT TENANCY DEED

THIS INDENTURE made and entered into this 24 day of September, 1959, by and between MERLE S. PEEK and ESTHER PEEK, husband and wife, and PHILIP H. HESS and ELEANOR HESS, husband and wife, all of the County of Lyon, State of Nevada, parties of the first part, and WARREN R. WHITE, and KATHLEEN J. WHITE, husband and wife, of 1772 South Avenue, Del Paso Heights, California, parties of the second part.

W I T N E S S E T H:

That the said parties of the first part, in consideration of the sum of TEN DOLLARS ($10.00), lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged do by these presents grant, bargain and sell unto the parties of the second part, with the right of survivorship and to the survivor of them, as joint tenants and not as tenants in common, their assigns, and to the heirs and assigns of the survivor thereof, all those certain lots, pieces or parcels of land situatein County of Lyon, State of Nevada, and

Telephone (702) 883-3200
Carson City, Nevada 89701
502 N. Division St.
Attorneys At Law
SMITH & GAMBLE, LTD.

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR CARSON CITY

No. 0-39867

FILED
1978 SEP -7 PM 3:17
SMITH
J. REYNOLDS CLERK
DEPUTY

IN THE MATTER OF THE ESTATE
-OF-
DICKIE De La MARE,
Deceased.

DECREE OF DISTRIBUTION

Upon the verified Petition of RODNEY De La MARE, the surviving husband of decedent, and notice having been waived by said surviving spouse, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. All of the right, title and interest of DICKIE De La MARE in and to that certain Assignment of Mining Lease and Option dated July 21, 1973 in which R. W. De La MARE and DICKIE De La MARE are the Assignors and Minerals Engineering Company is the Assignee, together with all of the right, title and interest of DICKIE De La MARE in and to the property more particularly described in Schedule "A" attached to said Assignment of Mining Lease and Option, is hereby distributed to RODNEY De La MARE as his sole and separate property. Said Schedule "A" is attached hereto and incorporated herein by reference as Exhibit "A".

2. All property in the State of Nevada not hereinabove described, real, personal, or mixed, which was owned, held, or claimed by DICKIE De La MARE at the time of her death, is hereby distributed to RODNEY De La MARE as his sole and separate property.

SO ORDERED this 6th day of September, 1978.

Michael [illegible]

DISTRICT JUDGE

40441

SCHEDULE A

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, Page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

Above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation to Dayton Inspiration Gold Corporation, a Nevada corporation. Recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada. Deed executed September 15, 1959.

TRACT 2

Shoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in Book G. page 385, in the County Recorder's Office, Storey County, Nevada.

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, Page 56, Storey County, Nevada, Records.

Chonta (sometime called the Front Lode), being U.S. Survey No. 117

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada, Records.

Alto 11 (possessory), the certificate of location of which is recorded in Book G, page 34, Storey County, Nevada, Records.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TRACT 4

Lots Numbered 16, 17, 19, 20, 21 and 22, in Block 6, of Range C of Gold Hill Townsite, Storey County, Nevada.

Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

TRACT 5

Guardian (possessory), the certificate of location is recorded in Book G, Page 575, Storey County, Nevada, Records.

Defender (possessory), the certificate of loc ion is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Gold King (possessory), the certificate of location is recorded in Book G, Page 574, Storey County, Nevada, Records.

Tracts 2, 3, 4 and 5 are covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada.

Trustee's Deed above referred to also contains the following which includes Tracts 1, 2, 3, 4 and 5: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant or therewith usually had and enjoyed.

The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particulary described as follows to-wit:

TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66)

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B of Surveys, Page 105, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B of Surveys, Page 74, Lyons County, Nevada, Records.

Wedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Volume P of Locations, Page ___, Lyon County, Nevada, Records.

Mt. Grizzly (possessory), the certificate of location is recorded in Volume O of Locations, Page 425, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S of Locations, Page 107, Lyon County, Nevada.

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Mill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

Tract 6 above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 42 of Deeds, Lyon County, Nevada, Records.

Trustee's Deed above referred to also contains the following: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

INDEXED

40441
OFFICIAL RECORDS
LYON COUNTY, NEV.
RECORD REQUESTED BY
Smith & Gamble
'78 SEP 13 PM 3:41
BEATRICE DEHAVEN
COUNTY RECORDER
FEE 6.00 pd DEP Moore

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

DATE: Sept. 8, 1978

VAUGHN L. SMITH, City Clerk of the First Judicial District Court of Nevada, in and for Carson City.

BY R. Dunn, Deputy

SEAL AFFIXED WHEN RECORDED

56197
OFFICIAL RECORDS
LYON COUNTY, NEV.
RECORD REQUESTED BY
Houston International Minerals Corp.
'80 OCT 1 AM 9:45
WALTER E. LEWIS
COUNTY RECORDER
FEE 11.00 pd. B. Martinez

#40.15

Documentary Transfer Tax ~~$40.35~~
☒ Computed on full voue of property conveyed; or
☐ Computed on full value less liens and encumberances remaining thereon at time of transfer.
Under penalty of perjury:
Barbara E. Kitchen
Signature of declarant or agent determining tax-firm name.

TAX ON FOUR PATENTED MINING CLAIMS,
SILVER CITY LOTS (see Exhibit A of GENERAL DEED)

56197

Documentary Transfer Tax $ - 0 -

☐ Computed on full voue of property conveyed; or

☐ Computed on full value less liens and encumberances remaining thereon at time of transfer.

Under penalty of perjury:

Barbara E. Fletcher

Signature of declarant or agent determining tax-firm name.

14 Unpatented Mining Claims exempt per Nevada Revised Statutes, Volume 13, 375.090 (9.)

56197

Documentary Transfer Tax $ 70.56
☒ Computed on full vaue of property conveyed; or
☐ Computed on full value less liens and encumberance remaining thereon at time of transfer.
Under penalty of perjury:
Barbara E. Mitchell
Signature of declarant or agent determining tax-firm name.

GENERAL DEED

DEED MADE AS OF THE 1ST day of March, 1979, between DAYTON INSPIRATION GOLD CORPORATION, Post Office Box 487, Portland, Oregon 97207, a Nevada Corporation, grantor, and HOUSTON OIL & MINERALS CORPORATION, a Nevada Corporation with office at 222 Milwaukee Street, Denver, Colorado 80206 ("HOM"), the grantee:

WITNESSETH, that Dayton, for and in consideration of Ten Dollars ($10.00) in hand paid by HOM and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, confirm, assign, and set over unto HOM, its successors and assigns, all of DAYTON'S right, title and interest in its real property, tangible and intangible, including but not limited to, fee lands, water rights, mining leases, easements, options, agreements, licenses, rights of way, tunnel sits, and patented and unpatented mining claims described and more fully set forth in EXHIBIT "A" attached hereto and made a part of this deed, including all buildings located upon said mining claims in an "as in condition" with no warranty as to their structural soundness or usability for mining operations.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ore, gold and silver bearing quartz, rock and earth therein; and all the rights, privileges, and franchises thereto incident, appendant and appurtenant, or therewith usually had and enjoyed; and also all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any wise appertaining, and the rents, issues, and profits thereof; and also all the right, estate, title, interests, property, possession, claim, and demand whatsoever, as well in law as in equity, of DAYTON, of, in or to the PROPERTY and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD the property above bargained and described, with appurtenances, unto HOM, its successors and assigns, forever

SEAL AFFIXED WHEN RECORDED

IN WITNESS WHEREOF, DAYTON INSPIRATION GOLD CORPORATION has hereunto set is hand and seal as of the day and year first above written.

DAYTON INSPIRATION GOLD CORPORATION
By Burton Warren Onstine
Vice President

SEAL AFFIXED

SEAL

ATTEST Warren Onstine
Secretary

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 22 day of February, 1979, by Burton W. Onstine, Vice President of Dayton Inspiration Gold Corporation, a Nevada Corporation

My Commission Expires 12-07-80

SEAL AFFIXED WHEN RECORDED

Notary Public in and for the State of Oregon, residing at Portland, Oregon

SEAL AFFIXED INDEXED

56197

BOOK 024 PAGE 248

COMPARED

EXHBIT "A" TO DEED FROM DAYTON INSPIRATION GOLD CORPORATION, a Nevada Corporation to HOUSTON OIL AND MINERALS CORPORATION

A. The following locate, situate and being in the Gold Hill Mining District, Storey County, State of Nevada, and more particularly described as follows, to wit:

TRACT 1

Woodville Lode Claim, U. S. Survey No. 53, patent therefor being recorded in Book 35, page 114, Storey County, Nevada, Records.

Justice Claim, U. S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U. S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Filed for Record at Request of Houston International Minerals Corp.
Aug. 22, 1980 at 15 Min's. Past 9 o'clock A.M.
Recorded in Book 24 of Official Records
Page 248 THRU 255 Storey County, Nevada
Mary Jane Rule Storey County Recorder
By Linda M. Burkhardt Deputy
File No. 47496 Fee 10.00 pD

56197

RECORDERS NOTE: THE LEGIBILITY OF THIS DOCUMENT IS QUESTIONABLE WHEN RECEIVED. UNSATISFACTORY FOR GOOD REPRODUCTION.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27 and the West 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill: also the South 40 feet of Lot 55 and all of Lot 56 in Block 8, Range D, Gold Hill.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Above covered by Deed from JUSTICE GOLD AND SILVER MINING COMPANY, a California corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated December 18, 1941, recorded in Book 62 of Deeds, Page 157, Records of Storey County, Nevada.

TRACT 2

Shoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in Book G. page 385, in the County Recorder's office, Storey County, Nevada.

Keystone Patented mining claim, being U. S. Survey No. 55, patent therefor being recorded in Book 36, page 56, Storey County, Nevada, Records.

Chonta (sometime called the Front Lode), being U. S. Survey No. 117.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Above covered by Deed from the COMSTOCK KEYSTONE MINING COMPANY, a Nevada Corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated September 18, 1936, recorded in Book 62 of Deeds, Page 20, Records of Storey County, Nevada.

RECORDERS NOTE: THE LEGIBILITY OF THIS DOCUMENT IS QUESTIONABLE WHEN RECEIVED. UNSATISFACTORY FOR GOOD REPRODUCTION.

RECORDERS NOTE: THE LEGIBILITY OF THIS DOCUMENT IS QUESTIONABLE WHEN RECEIVED. UNSATISFACTORY FOR GOOD REPRODUCTION.

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, Page 33, Storey County, Nevada, Records.

Alto 11 (possessory), the certificate of location of which is recorded in Book G, Page 34.

Caledonia U. S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 170, Storey County, Nevada, Records.

Front Lode U. S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

ALOVE covered by Deed from CONSOLIDATED CHOLLAR GOULD AND SAVAGE MINING COMPANY, a California corporation to the DAYTON CONSOLIDATED MINES COMPANY, dated June 17, 1947, recorded in Book 62 of Deeds, page 536, Records of Storey County, Nevada.

TRACT 4

Lots numbered 16, 17, 19, 20, 21 and 22 in Block C of Range C of Gold Hill Townsite, Storey County, Nevada.

ALOVE covered by Deed from VINCENTE MANCONI, of Silver City, Nevada to the DAYTON CONSOLIDATED

RECORDERS NOTE: THE LEGIBILITY OF THIS DOCUMENT IS QUESTIONABLE WHEN RECEIVED. UNSATISFACTORY FOR GOOD REPRODUCTION.

RECORDERS NOTE: THE LEGIBILITY OF THIS DOCUMENT IS QUESTIONABLE WHEN RECEIVED. UNSATISFACTORY FOR GOOD REPRODUCTION.

MINES COMPANY, dated May 28, 1940, recorded in Book 62 of Deeds, Page 43, Records of Storey County, Nevada.

Part of Lot Number 18 in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

ABOVE covered by Deed from VINCENZO MARICONI, of Silver City, Nevada to the DAYTON CONSOLIDATED MINES COMPANY, dated March 31, 1942, recorded in Book 62 of Deeds, Page 168, Records of Storey County, Nevada.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

TRACT 5

Guardian, (possessory), the certificate of location is recorded in Book G, page 575, Storey County, Nevada, Records.

Defender, (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector, (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Gold King, (possessory), the certificate of location is recorded in Book G, page 574, Storey County, Nevada, Records.

All of above possessory claims located by Dayton Consolidated Mines Company.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

D. The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particularly described as follows, to wit:

RECORDERS NOTE: THE LEGIBILITY OF THIS DOCUMENT IS QUESTIONABLE WHEN RECEIVED. UNSATISFACTORY FOR GOOD REPRODUCTION.

RECORDERS NOTE: THE LEGIBILITY OF THIS DOCUMENT IS QUESTIONABLE WHEN RECEIVED. UNSATISFACTORY FOR GOOD REPRODUCTION.

TRACT 6

The Dayton (Marble Lode, U. S. Survey No. 66.)

ABOVE covered by Deed from the HOBART ESTATE COMPANY to DAYTON CONSOLIDATED MINES COMPANY, dated October 10, 1933, recorded in Book 27 of Deeds, Page 427, Records of Lyon County, Nevada.

Kossuth, U. S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

ABOVE covered by Deed from the KOSSUTH MINING COMPANY to DAYTON CONSOLIDATED MINES COMPANY, dated April 1, 1936, recorded in Book M of Mining Deeds, Page 466, Records of Lyon County, Nevada.

The Cherokee, U. S. Survey No. 75, patent therefor being recorded in Book B Surveys, Page 105, Lyon County, Nevada, Records.

ABOVE covered by Deed from Maud Lee Flood (widow of James L. Flood, deceased), MARY EMMA FLOOD STEBBINS (daughter of James L. Flood, deceased), and JAMES L. FLOOD (son of James L. Flood, deceased) to DAYTON CONSOLIDATED MINES COMPANY, dated October 22, 1934, recorded in Book M, of Mining Deeds Page 380, Lyon County, Nevada, Records.

The Alhambra, U. S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B Surveys, Page 74, Lyon County, Nevada, Records.

ABOVE covered by Deed from LILY EHRHORN, TRUSTEE OF THE ALHAMBRA MINING COMPANY, to DAYTON CONSOLIDATED MINES COMPANY, dated June 15, 1934, recorded in Book M, of Mining Deeds, Page 579, Lyon County, Nevada, Records.

Wedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Vol. P of Locations Page _____, Lyon County, Nevada, Records.

ABOVE covered by Deed from C. N. MELLER to DAYTON CONSOLIDATED MINES COMPANY, dated September 28, 1933, recorded in Book M, of mining deeds, Page 371, Lyon County, Nevada, Records.

Mt. Grizzly (possessory) the certificate of location is recorded in Vol. Q of Locations, Page 425, Lyon County, Nevada, Records.

RECORDERS NOTE: THE LEGIBILITY OF THIS DOCUMENT IS QUESTIONABLE WHEN RECEIVED. UNSATISFACTORY FOR GOOD REPRODUCTION.

RECORDERS NOTE: THE LEGIBILITY OF THIS DOCUMENT IS QUESTIONABLE WHEN RECEIVED. UNSATISFACTORY FOR GOOD REPRODUCTION.

ABOVE covered by Deed from FRANK R. GORDON to DAYTON CONSOLIDATED MINES CO., dated September 24, 1934, recorded in Book M, of Mining Deeds, Page 378, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S. of locations, Page 107, Lyon County, Nevada, Records. (This possessory mining claim located by Dayton Consolidated Mines Company).

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Covered by Deed from the Hobart Estate Company to Dayton Consolidated Mines Company, dated October 10, 1933, recorded in Book 27 of Deeds, Page 427, Lyon County, Nevada, Records.

Number 289, Covered by Deed from VIDA BOYLE AND ANNA F. LACROUTS to DAYTON CONSOLIDATED MINES COMPANY, dated November 24, 1934, recorded in Book 28 of Deeds, Page 193, Lyon County, Nevada, Records.

Numbers, 273-274 and 275, Covered by Deed from FRED BENNETTS to DAYTON CONSOLIDATED MINES COMPANY, dated December 13, 1934, recorded in Book 28 of Deeds, Page 320, Lyon County, Nevada, Records.

Number, 103 and known as "Eastern Slope Mill Site," covered by Deed from GEORGE FUERMAN to DAYTON CONSOLIDATED MINES COMPANY, dated November 30, 1934, recorded in Book 28 of Deeds, Page 194, Lyon County, Nevada, Records.

Numbers 101-102 and 133, Covered by Deed from GEORGE FUERMAN to DAYTON CONSOLIDATED MINES COMPANY, dated October 18, 1933, recorded in Book 27 of Deeds, Page 428, Lyon County, Nevada, Records.

Numbers 129-134-135-136 and 190, Covered by Deed from ANNA F. LACROUTS to DAYTON CONSOLIDATED MINES COMPANY, dated April 6, 1934 recorded in Book 28 of Deeds, Page 192, Lyon County, Nevada, Records.

Part of Lot 104 and all of Lot 286, Covered by Deed from MARY E. BONHAM and LAURA F. GREELEY to DAYTON CONSOLIDATED MINES COMPANY, dated December 4, 1933, recorded in Book 27 of Deeds, Page 477, Lyon County, Nevada, Records.

TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver

RECORDERS NOTE: THE LEGIBILITY OF THIS DOCUMENT IS QUESTIONABLE WHEN RECEIVED. UNSATISFACTORY FOR GOOD REPRODUCTION.

RECORDERS NOTE: THE LEGIBILITY OF THIS DOCUMENT IS QUESTIONABLE WHEN RECEIVED. UNSATISFACTORY FOR GOOD REPRODUCTION.

bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

THE OEST GROUP OF CLAIMS BEING TRACT 7 IS NOT INCLUDED AS A PART OF EXHIBIT "A"

Oest Mining Claim, U. S. Survey No. 142, (patented)

Comet North Extension Mining Claim, U. S. Survey No. 150, (patented) recorded in Book M of Deeds, Page 327, Lyon County, Nevada, Records.

Comet Lode Mining Claim, U. S. Survey No. 123 (patented), recorded in Book M of Mining Deeds, Page 55, Lyon County, Nevada, Records.

Lannac Mining Claim, U. S. Survey No. 133, (patented), recorded in Book M of Mining Deeds, Page 65, Lyon County, Nevada, Records.

Northern Bell Mining Claim, U. S. Survey No. 153 (patented), recorded in Book M of Mining Deeds, Page 59, Lyon County, Nevada, Records.

Northern Bell No. 2 Mining Claim, U. S. Survey No. 151, (patented) recorded in Book M of Mining Deeds, Page 63, Lyon County, Nevada, Records.

Golden Eagle Mining Claim, U. S. Survey No. 157 (patented) recorded in Book M of Mining Deeds, Page 57, Lyon County, Nevada, Records.

Brodek Mining Claim, U. S. Survey No. 1703 (patented), recorded in Book M of Mining Deeds, Page 61, Lyon County, Nevada, Records.

Great Republic Mining Claim (possessory), recorded in Vol. A of Locations, Page 76, Lyon County, Nevada, Records.

Billy Mining Claim (possessory) recorded in Vol. O of Locations, Page 635, Lyon County, Nevada, Records.

Randy Mining Claim (possessory) recorded in Vol. O of Locations, Page 634, Lyon County, Nevada, Records.

Homer Mining Claim (possessory) recorded in Vol. P of Locations, Page 137, Lyon County, Nevada, Records.

RECORDERS NOTE: THE LEGIBILITY OF THIS DOCUMENT IS QUESTIONABLE WHEN RECEIVED. UNSATISFACTORY FOR GOOD REPRODUCTION.

GRANT DEED

In consideration of Ten Dollars in hand paid, HOUSTON OIL & MINERALS CORPORATION, a Nevada corporation, Grantor, grants to HOUSTON INTERNATIONAL MINERALS CORPORATION, a Texas corporation, Grantee, whose address is 1325 S. Colorado Boulevard, Building B, Denver, Colorado 80222, a Texas corporation, certain property situate in Lyon County, Nevada, and more particularly described in Exhibit A attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this deed this 18th day of November, 1980.

HOUSTON OIL & MINERALS CORPORATION

By Robert B. Hope

SEAL AFFIXED WHEN RECORDED

ATTEST:

George E. Reeves, Asst. Secretary

APPROVED
Div:
Fin:
Leg:
HOM-HIMCO-HOMEX

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 18th day of November, 1980 by Robert B. Hope, Houston Oil & Minerals Corporation, on behalf of the corporation pursuant to a resolution of the Board of Directors of the corporation.

Notary Public

Documentary Transfer Tax $ 40.20
✓ Computed on full value of property conveyed; or computed on full value less liens and encumbrances remaining thereon at time of transfer.

My Commission Expires:
Oct 25 1983

[SEAL]

Under penalty of perjury

George E. Reeves, Asst. Sec.
Houston International Minerals Corporation

SEAL AFFIXED WHEN RECORDED

57224 072380

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, Page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

Above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation to Dayton Inspiration Gold Corporation, a Nevada corporation. Recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada. Deed executed September 15, 1959.

TRACT 2

Shoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in Book G. page 385, in the County Recorder's Office, Storey County, Nevada.

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, Page 56, Storey County, Nevada, Records.

Chonta (sometime called the Front Lode), being U.S. Survey No. 117

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada, Records.

RECORDER'S NOTE: THE LEGIBILITY OF THIS DOCUMENT IS QUESTIONABLE WHEN RECEIVED. UNSATISFACTORY FOR GOOD REPRODUCTION

Alto II (possessory), the certificate of location of which is recorded in Book G, page 34, Storey County, Nevada, Records.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TRACT 4

Lots Numbered 16, 17, 19, 20, 21 and 22, in Block 6, of Range C of Gold Hill Townsite, Storey County, Nevada.

Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

RECORDER'S NOTE: THE LEGIBILITY OF THIS DOCUMENT IS QUESTIONABLE WHEN RECEIVED. UNSATISFACTORY FOR GOOD REPRODUCTION.

TRACT 5

Guardian (possessory), the certificate of location is recorded in Book G, Page 575, Storey County, Nevada, Records.

Defender (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Gold King (possessory), the certificate of location is recorded in Book G, Page 574, Storey County, Nevada, Records.

Tracts 2, 3, 4 and 5 are covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada.

Trustee's Deed above referred to also contains the following which includes Tracts 1, 2, 3, 4 and 5: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant or therewith usually had and enjoyed.

The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particulary described as follows to-wit:

TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66)

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

RECORDER'S NOTE: THE LEGIBILITY OF THIS DOCUMENT IS QUESTIONABLE WHEN RECEIVED. UNSATISFACTORY FOR GOOD REPRODUCTION.

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B of Surveys, Page 105, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B of Surveys, Page 74, Lyons County, Nevada, Records.

Nedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Volume P of Locations, Page ___, Lyon County, Nevada, Records.

Mt. Grizzly (possessory), the certificate of location is recorded in Volume O of Locations, Page 425, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S of Locations, Page 107, Lyon County, Nevada.

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Mill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

Tract 6 above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 42 of Deeds, Lyon County, Nevada, Records.

Trustee's Deed above referred to also contains the following: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Also all mines, plants, buildings, offices and mill machinery now owned by Lessor. It being agreed between Lessor and Lessee that an exact inventory will be taken as to mill machinery and buildings owned by the Lessor at the time Lessee elects to purchase the property herein conveyed.

57224

OFFICIAL RECORD
LYON COUNTY, NEVADA
RECORD REQUESTED BY
Newton International Mineral Corp
80 NOV 28 A10:16

COUNTY RECORDER
FEE 6.00 DEPUTY

QUITCLAIM DEED

DAYTON INSPIRATION GOLD CORPORATION ("Grantor"), whose address is Post Office Box 487, Portland, Oregon 97207, for the consideration of Ten Dollars ($10.00) and other valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, quitclaims to HOUSTON INTERNATIONAL MINERALS CORPORATION, a Texas corporation ("Grantee"), whose address is 1325 S. Colorado Boulevard, Denver, Colorado 80222, the real property more particularly described in Exhibit A attached hereto and incorporated by reference herein (the "Property"), together with all appurtenances and water rights incident thereto.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns.

IN WITNESS WHEREOF the Grantor has executed this Deed this 24 day of December, 19 80.

SEAL AFFIXED WHEN RECORDED

Burton W. Onstine
Vice President

Attest Secretary

57961
OFFICIAL RECORDS
LYON COUNTY, NEVADA
RECORD REQUESTED BY
Houston International Minerals Corp.
81 JAN 5 A 9:49
THIS DOCUMENT HAS BEEN MICROFILMED

STATE OF OREGON)
) ss.
County of Multnomah)

COUNTY RECORDER
FEE 6.00 DEP. M. Milligan

The foregoing instrument was acknowledged before me this 24 day of December, 1980, by Burton W. Onstine, the Vice President of Dayton Inspiration Gold Corporation, a Nevada corporation.

SEAL AFFIXED WHEN RECORDED

Notary Public in and for the State of Oregon

My Commission Expires:
11-8-83

[SEAL]

SEAL AFFIXED WHEN RECORDED

Documentary Transfer Tax $ None - NRS 375.090(3)
Computed on full value of property conveyed; or computed on full value less liens and encumbrances remaining thereon at time of transfer.

Under penalty of perjury

George E. Reeves, Asst. Sec.
Houston International Minerals Corporation

112580

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, Page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

Above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation to Dayton Inspiration Gold Corporation, a Nevada corporation. Recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada. Deed executed September 15, 1959.

TRACT 2

Shoshone-Comstock No. 2, unpatented lode mining claim, the certificate of location is recorded in Book G. page 385, in the County Recorder's Office, Storey County, Nevada.

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, Page 56, Storey County, Nevada, Records.

Chonta (sometime called the Front Lode), being U.S. Survey No. 117

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada, Records.

Alto 11 (possessory), the certificate of location of which is recorded in Book G, page 34, Storey County, Nevada, Records.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TRACT 4

Lots Numbered 16, 17, 19, 20, 21 and 22, in Block 6, of Range C of Gold Hill Townsite, Storey County, Nevada.

Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

TRACT 5

Guardian (possessory), the certificate of location is recorded in Book G, Page 575, Storey County, Nevada, Records.

Defender (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Gold King (possessory), the certificate of location is recorded in Book G, Page 574, Storey County, Nevada, Records.

Tracts 2, 3, 4 and 5 are covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 64 of Deeds, Page 338, Records of Storey County, Nevada.

Trustee's Deed above referred to also contains the following which includes Tracts 1, 2, 3, 4 and 5: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, any and all mining claims and property included in the above tract; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant or therewith usually had and enjoyed.

The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particulary described as follows to-wit:

TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66)

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B of Surveys, Page 105, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B of Surveys, Page 74, Lyons County, Nevada, Records.

Wedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Volume P of Locations, Page ___, Lyon County, Nevada, Records.

Mt. Grizzly (possessory), the certificate of location is recorded in Volume O of Locations, Page 425, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S of Locations, Page 107, Lyon County, Nevada.

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Mill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

Tract 6 above covered by Trustee's Deed of First National Bank of Nevada, Reno, Nevada, as Trustee under Deed of Trust dated April 1, 1948 for Dayton Consolidated Mines Company, a Nevada corporation, to Dayton Inspiration Gold Corporation, a Nevada corporation. Said deed being executed September 15, 1959 and recorded in Book 42 of Deeds, Lyon County, Nevada, Records.

Trustee's Deed above referred to also contains the following: TOGETHER with all the dips, spurs, and angles, and also all the metals, ores, gold, and silver bearing quartz, rock and earth in place or severed, of any and all mining claims and property included in the above tract; and all the rights privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed.

Also all mines, plants, buildings, offices and mill machinery now owned by Lessor. It being agreed between Lessor and Lessee that an exact inventory will be taken as to mill machinery and buildings owned by the Lessor at the time Lessee elects to purchase the property herein conveyed.

RPTT-$121.55

Grantee Address:
1604 Pyrenees
Carson City, Nv. 89701

QUITCLAIM DEED

In consideration of Ten Dollars ($10.00) and other valuable consideration, HOUSTON INTERNATIONAL MINERALS CORPORATION, a Texas corporation ("Grantor"), whose address is 3801 E. Florida, P. O. Box 10200, Denver, Colorado, 80210 hereby quitclaims to R. W. DE LA MARE, a single man ("Grantee"), whose address is 1604 Pyrenees, Carson City, Nevada 89701 all of the right, title and interest in and to those certain lands ("Property") located in Storey and Lyon Counties, Nevada more particularly described in Schedule A attached herto and incorporated by reference herein which Grantor acquired through conveyances from Dayton Inspiration Gold Corporation dated March 1, 1979 and December 24, 1980 and recorded in the Official Records of Storey County, Book 24, Page 248 and Book 26, Page 561, and in the Official Records of Lyon County, Document Nos. 57224 and 57961.

TO HAVE AND TO HOLD unto Grantee, his successors, and assigns.

IN WITNESS thereof, Grantor has executed this Deed this 5th day of August, 1982.

HOUSTON INTERNATIONAL MINERALS CORPORATION

By K.H. Wright
K. H. Wright
Vice President-Operations

STATE OF COLORADO)
) ss.
City and County of Denver)

The foregoing instrument was acknowledged before me this 5th day of August, 1982 by K. H. Wright, Vice President-Operations, Houston International Minerals Corporation, on behalf of the corporation.

Debbie Spears
Notary Public

My Commission Expires:
My Commission Expires Feb. 19, 1983
3801 East Florida
Denver, Colorado 80210

(SEAL)

SEAL AFFIXED WHEN RECORDED

Filed for Record at Request of [illegible]
[illegible] at [illegible] Min's. Past 2 o'clock P.M.
Recorded in Book 37 of Official Records
Page [illegible] Storey County, Nevada
[illegible] Storey County Recorder
By [illegible] Deputy
File No. [illegible]

080382

87467

Q-28

BOOK 037 PAGE 254

SCHEDULE A

TRACT 1

Woodville Lode Claim, U.S. Survey No. 53, patent therefor being recorded in Book 35, Page 114, Storey County, Nevada, Records.

Justice Claim, U.S. Survey No. 48, patent therefor being recorded in Book 31, page 426, Storey County, Nevada, Records.

Memphis Claim, U.S. Survey No. 100, patent therefor being recorded in Book 39, page 39, Storey County, Nevada, Records.

West Justice Claim (possessory), the certificate of location of which is recorded in Book D, page 81, Storey County, Nevada, Records.

Blaine Claim (possessory), the certificate of location is recorded in Book D, page 80, Storey County, Nevada, Records.

Lots 32 and 33 in Block 6, Range C of the Town of Gold Hill.

Lots 30, 31, 27, and the west 22 feet of Lot 29, the North 200 feet of Lot 29, part of Lot 35, all in Block 6, Range C, Gold Hill; also the South 40 feet of Lot 55 and all of Lot 56, in Block 8, Range D, Gold Hill.

TRACT 2

Keystone Patented mining claim, being U.S. Survey No. 55, patent therefor being recorded in Book 36, Page 56, Storey County, Nevada, Records.

Chonta (sometime called the Front Lode), being U.S. Survey No. 117

TRACT 3

Certain portions of the following described patented and unpatented Lode Mining claims:

Caledonia Annex (possessory), the certificate of location is recorded in Book F, Page 142, Storey County, Nevada, Records.

Alto 9 (possessory), the certificate of location of which is recorded in Book G, page 32, Storey County, Nevada, Records.

Alto 10 (possessory), the certificate of location of which is recorded in Book G, page 33, Storey County, Nevada, Records.

Alto 11 (possessory), the certificate of location of which is recorded in Book G, page 34, Storey County, Nevada, Records.

Caledonia U.S. Survey 4599, unpatented, the certificate of location of which is recorded in Book F, Page 179, Storey County, Nevada, Records.

Front Lode U.S. Survey 49, 49A and 49B, patent therefor being recorded in Book 30, Page 462, Storey County, Nevada, Records.

AND portions of any mining rights and surface rights included but not herein specifically named.

TRACT 4

Lots Numbered 16, 17, 19, 20, 21 and 22, in Block 6, of Range C of Gold Hill Townsite, Storey County, Nevada.

Part of Lot Number 18, in Block 6, Range C of Gold Hill Townsite, Storey County, Nevada.

TRACT 5

Guardian (possessory), the certificate of location is recorded in Book G, Page 575, Storey County, Nevada, Records.

Defender (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Protector (possessory), the certificate of location is recorded in Book G, Page 576, Storey County, Nevada, Records.

Gold King (possessory), the certificate of location is recorded in Book G, Page 574, Storey County, Nevada, Records.

The following locate, situate and being in the Devil's Gate and Chinatown Mining Districts, in the County of Lyon, State of Nevada, and more particulary described as follows to-wit:

TRACT 6

The Dayton (Marble Lode, U.S. Survey No. 66)

Kossuth, U.S. Survey No. 63, recorded in Book B of Surveys, Page 98, Lyon County, Nevada, Records.

The Cherokee, U.S. Survey No. 75, patent therefor being recorded in Book B of Surveys, Page 105, Lyon County, Nevada, Records.

The Alhambra, U.S. Survey No. 56 (excepting 450 feet on the south end of the claim) patent therefor being recorded in Book B of Surveys, Page 74, Lyons County, Nevada, Records.

Wedge, Peach and Peach #2 (possessory), the certificate of location is recorded in Volume P of Locations, Page ___, Lyon County, Nevada, Records.

Mt. Grizzly (possessory), the certificate of location is recorded in Volume O of Locations, Page 425, Lyon County, Nevada, Records.

Dayton Fraction (possessory), the certificate of location is recorded in Book S of Locations, Page 107, Lyon County, Nevada.

Silver City Lots as laid down and described on the Ross E. Browne map of the townsite of Silver City, Lyon County, Nevada.

Number 277-278-279-280 and 283, Number 289. Numbers 273-274 and 275. Number 103 and known as "Eastern Slope Mill Site." Numbers 101-102 and 133. Numbers 129-134-135-136 and 180. Part of Lot 104 and all of Lot 286.

Also all mines, plants, buildings, offices and mill machinery acquired by Houston International Minerals Corporation from Dayton Inspiration Gold Corporation by Quitclaim Deed dated December 24, 1980.

87467

OFFICIAL RECORDS
LYON COUNTY, NEV.
RECORD REQUESTED BY
R. W. De La Mare
84 JUL 30 P 1:38

NANCY M. CARR
COUNTY RECORDER
FEE $ DEP

When Recorded Return To:

CARL F. MARTILLARO, ESQ.
412 N. Curry St.
Carson City, NV 89701

WHEN RECORDED MAIL TO:

QUITCLAIM DEED

THIS INDENTURE WITNESSETH: That ART WILSON, RODNEY W. DeLaMARE, an unmarried man, and RODNEY W. DeLaMARE as President of DELAMARE MINES, LTD., a Nevada Corporation in consideration of $10.00, the receipt of which is hereby acknowledged, do hereby remise, release and forever quitclaim to D.W.C. LODE MINES, LTD., a Nevada Corporation, all the right, title, and interest in those certain patented mining claims located in the County of Lyon, State of Nevada, and more particularly described as follows:

See Exhibit "A" attached hereto.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

WITNESS our hands this 30th day of December, 1987.

ART WILSON

RODNEY W. DeLaMARE

DELAMARE MINES, LTD.

By RODNEY W. DeLaMARE
President

0112815

LAW OFFICES OF
P. THOMAS ECK, III
[illegible] NORTH MINNESOTA STREET
CARSON CITY, NEVADA 89701
(702) [illegible]

STATE OF NEVADA)
: ss.
CARSON CITY)

On this 30th day of December, 1987, personally appeared before me, a Notary Public in and for said County and State, ART WILSON, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

LOU ANN GEISSLER
NOTARY PUBLIC - NEVADA
CARSON CITY
My Appt. Expires July 14, 1991

STATE OF NEVADA)
: ss.
CARSON CITY)

On this 30th day of December, 1987, personally appeared before me, a Notary Public in and for said County and State, RODNEY W. DeLaMARE, known to me to be the person described in and who executed the foregoing instrument as an unmarried man and as President of DELAMARE MINES, LTD., a Nevada Corporation, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

LOU ANN GEISSLER
NOTARY PUBLIC - NEVADA
CARSON CITY
My Appt. Expires July 14, 1991

0112815

LAW OFFICES OF
F. THOMAS ECK, III
[illegible] NORTH MINNESOTA STREET
CARSON CITY, NEVADA 89701
(702) [illegible]

DWC LODE MINES LTD

SILVER CITY TOWNSITE LOTS - LYON COUNTY

LOT NUMBER	APPROXIMATE ACRES	PARCEL NUMBER
146	.03	08-043-05
148	.08	08-043-05
8	.11	08-043-05
205		08-051-05
129		08-091-01
135		08-091-01
134	.31	08-091-01
136		08-091-01
180		08-091-01
280	.82	08-091.01
289	.35	08-091-01
101	2.47	08-091-01
103	3.02	08-091-01
274	3.04	08-091-01
275	2.19	08-091-01
277	2.13	08-091-01
278	2.23	08-091-01
279	2.85	08-091-01
103	3.02	08-091-01
286	1.16	08-091-01
104	PORTION	08-091-01
102		08-091-01
133		08-091-01

0112815

OFFICIAL RECORDS
LYON COUNTY, NEV.
RECORD REQUESTED BY
D.W.C. LODE MINES, LTD
'87 DEC 31 PM 12 58
NANCY M. CARR
COUNTY RECORDER $7.00 Dep. 8