Copy Mailed to Washington

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5-154e
(May 1949)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

CONTRACT No. I-149-Ind.-8912

U. S. Geological Survey
Carlsbad, N. M.

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17130

ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior has heretofore approved Uranium mining lease, dated the 7 day of June, 1951, entered into by and between Non A Bah Vandever, Allottee No. 059419, lessor, and Glenn D. Williams and J. T. Hutton (Later assigned to Santa Fe Uranium Company, lessee, covering the following-described lands in the County of McKinley (Eastern Navajo) (Insert name of Reservation, Pueblo, Nation, etc., as needed) in the State of New Mexico, to-wit:

The North East Quarter of
Section 24,
Township 13 North, Range 11 West, N.M.P.M.
Containing 160 acres

NOW, THEREFORE, for and in consideration of One and no/100 dollars ($1.00), the receipt of which is hereby acknowledged, the said Santa Fe Uranium Company (now merged into Federal Uranium Corp.) the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys by the above mentioned merger all of its right, title, and interest in and to said lease, and all of its right, title and interest in and to the land therein described,

subject to the approval of the Secretary of the Interior, to Federal Uranium Corporation, of Nevada

Said assignment to be effective from date of approval hereby by the Secretary of the Interior.

IN WITNESS WHEREOF, the said assignor has hereunto set hand and seal, this 14th day of September, 1955

Santa Fe Uranium Company

W. R. Brownson
Pres.

J. Maxon

16—11683-2

OVER]

ACKNOWLEDGMENT OF CORPORATION

STATE OF [illegible]
COUNTY OF Salt Lake } ss:

Before me, a notary public, in and for said county and State on this 14th day of September, 1955 personally appeared H. R. Brownson & A. D. Morgan to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and Secretary and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Margaret M. Stewart
Notary Public.

My commission expires July 18, 1959

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF
COUNTY OF } ss:

Before me, a notary public, in and for said county and State, on this ..... day of ....., 19.... personally appeared .....

....., to me known to be the identical person... who executed the within and foregoing instrument, and acknowledged to me that ..... executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

.....
Notary Public.

My commission expires ....., 19....

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set ..... hand and seal this 14th day of September, 1955

Federal Uranium Corporation

Attest: [signature]

By: [signature]

CONSENT OF SURETY

The ....., of ....., surety for ..... on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at ..... this ..... day of ....., 19....

.....

UNITED STATES
DEPARTMENT OF THE INTERIOR,
Washington, D. C., JAN 4 1956

APPROVED: [illegible] EMMONS

.....
Commissioner of Indian Affairs.

Approved under authority delegated by Secretarial Order No. 2508, January 11, 1949 (14 F.R. 258-260), and Order No. [illegible], Amendment 7 (19 F.R. 1936).

16—11083-2 U. S. GOVERNMENT PRINTING OFFICE

5-154
(May 1949)

RECEIVED

JUL 16 1954

U. S. Geological Survey
Carlsbad, N. M

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

CONTRACT NO.
I-149-Ind-8912

ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior has heretofore approved Uranium mining lease, dated the 7th day of June, 1951, entered into by and between NON A BAH VANDEVER, Navajo Indian Allottee 059419, lessor, and GLENN D. WILLIAMS and J. T. HUTTON, lessee, covering the following-described lands in the County of McKinley (Eastern Navajo) (Insert name of Reservation, Pueblo, Nation, etc., as needed) in the State of New Mexico, to wit:

The North East Quarter of
Section 24
Township 13 North, Range 11 West, N.M.P.M.
Containing 160 Acres

BUREAU OF INDIAN AFFAIRS
RECEIVED
JUL 6 1954
9936
Washington, D. C.

NOW, THEREFORE, for and in consideration of One and no/100---------- dollars ($1.00), the receipt of which is hereby acknowledged, the said Glenn D. Williams (Assignee of J. T. Hutton and Parallee Hutton, his wife) (whose wife, Edith A. Williams, joins him in the execution hereof) the owner of the above-described lease, hereby bargains, sells, transfers, assigns, and conveys All their right, title, and interest in and to said lease, and all their right, title and interest in and to the land therein described

subject to the approval of the Secretary of the Interior, to Santa Fe Uranium Company, of Salt Lake City, Utah

Said assignment to be effective from date of approval hereof by the Secretary of the Interior.

IN WITNESS WHEREOF, the said assignor has hereunto set our hand and seal, this 23rd day of June, 1954

Glenn D. Williams
Edith A. Williams

16—11683-2

[OVER]

ACKNOWLEDGMENT OF CORPORATION

STATE OF ..... } ss:
COUNTY OF .....

Before me, a notary public, in and for said county and State on this ..... day of ....., 19.....
personally appeared .....
to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its ..... and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

.....
Notary Public.

My commission expires ....., 19.....

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF New Mexico } ss:
COUNTY OF McKinley

Before me, a notary public, in and for said county and State, on this 23rd day of June, 1954
personally appeared GLENN D. WILLIAMS and EDITH A. WILLIAMS, his wife
.....
....., to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

John E Perry
Notary Public.

My commission expires December 30, 1954

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set our hand and seal this 23rd day of June, 1954

SANTA FE URANIUM COMPANY

ATTEST:

By Noland H. Schneider
Vice President

J. L. Morgan
Secretary

CONSENT OF SURETY

The CENTRAL SURETY AND INSURANCE CORPORATION, of Kansas City, Missouri, surety for Glenn D. Williams on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at Kansas City, Missouri this 11th day of June, 1954

CENTRAL SURETY AND INSURANCE CORPORATION

By J. F. Daniels
J. F. Daniels, Attorney-in-fact

RECEIVED
JUN 10 1954
CENTRAL SURETY AND INSURANCE CORPORATION

UNITED STATES
DEPARTMENT OF THE INTERIOR,

Washington, D. C., JUL - 9 1954

APPROVED: (Sgd) H. M. CRITCHFIELD

Approved under authority delegated by Secretarial Order No. 2508, January 11, 1949 (14 F.R. 259-260), and Order No. 551, Amendment 1 (19 F.R. 1936).

~~Commissi~~ *of Indian Affairs.*

Chief, Branch of Realty

16—11683-2 U. S. GOVERNMENT PRINTING OFFICE

5-1540
(May 1949)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

CONTRACT NO.
I-149-Ind-8912

RECEIVED
DEC -8 1953
DEC 21 1953
U. S. Geological Survey
Gallup, N.M.

ASSIGNMENT OF MINING LEASE

WHEREAS, the Secretary of the Interior has heretofore approved Uranium mining lease, dated the 7 day of June, 1951, entered into by and between Non a bah Vandever, Allottee 059419, lessor, and Glenn D. Williams and J. T. Hutton, lessee, covering the following-described lands in the County of McKinley (Eastern Navajo) (Insert name of Reservation, Pueblo, Nation, etc., as needed) in the State of New Mexico, to-wit:

The North East quarter of
Section 24,
Township 13 North, Range 11 West, N.M.P.M.
Containing 160 acres.

BUREAU OF INDIAN AFFAIRS
RECEIVED
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WASHINGTON, D.C.

NOW, THEREFORE, for and in consideration of One and no/100 dollars ($1.00), the receipt of which is hereby acknowledged, the said J. T. Hutton, together with Parallee Hutton, his wife, two of the owners of the above-described lease, hereby bargain~~s~~, sell~~s~~, transfer~~s~~, assign~~s~~, and convey~~s~~ all of their right, title, and interest in and to said lease, and all of their right, title and interest in and to the land therein described, subject to the approval of the Secretary of the Interior, to Glenn D. Williams, of Gallup, New Mexico

Said assignment to be effective from date of approval here~~by~~of by the Secretary of the Interior.

IN WITNESS WHEREOF, the said assignor~~s has~~ have hereunto set their hand~~s~~ and seal~~s~~ this 26th day of January, 19 53

J. T. Hutton (Seal)
Parallee Hutton (Seal)

16—11683-2

(OVER)

STATE OF _____ } ss:
COUNTY OF _____

Before me, a notary public, in and for said county and State on this _____ day of _____, 19____ personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires _____, 19____ _____ *Notary Public.*

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF New Mexico } ss:
COUNTY OF McKinley

Before me, a notary public, in and for said county and State, on this 5th day of February, 19 53 personally appeared J. T. Hutton and Parallee Hutton, husband and wife _____, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 5/28, 1953 _____ *Notary Public.*

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee has hereunto set his hand and seal this 5th day of February, 19 53

_____ (Seal)

CONSENT OF SURETY

The _____, of _____, surety for _____ on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in force and effect covering obligations of assignee.

Dated at _____ this _____ day of _____, 19____

UNITED STATES
DEPARTMENT OF THE INTERIOR,
Washington, D. C., DEC -8 1953

APPROVED:

(Sgd) E. J. Utz
Assistant *Commiss* *of Indian Affairs.*

16—11683-2 U. S. GOVERNMENT PRINTING OFFICE

Copy mailed to Washington 5/2/52

Form 5-154
(October 1939)

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF INDIAN AFFAIRS

Contract No. I-149-Ind-8912

OFFICE OF INDIAN AFFAIRS
RECEIVED
11085
Washington, D. C.

MINING LEASE ALLOTTED INDIAN LANDS

(For Minerals other than Oil and Gas)

Uranium Mining Lease Navajo Reservation
(Write all names and addresses in full)

THIS INDENTURE OF LEASE, made and entered into in quintuplicate, on this 7 day of June, 1951, by and between Dan & Bob Vandever

allottee No. [illegible] of the Navajo tribe of Indians,

of McKinley County, State of New Mexico

part I of the first part, hereinafter called the lessor, and Glenn D. Williams and J. T. Hutton, of Tohatchi

State of New Mexico, part Ind of the second part, hereinafter called the lessee, under and in pursuance of the provisions of existing law and the rules and regulations prescribed by the Secretary of the Interior relative to mining leases covering restricted Indian allotments.

WITNESSETH

1. That the lessor, for and in consideration of ~~$1~~ Cash bonus of $750.00 receipt whereof is hereby acknowledged, and of the royalties, covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid and observed by the lessee, doth hereby demise, grant, and lease unto the said lessee, the following-described tract of land lying and being within the [illegible] Reservation, county of McKinley, and State of New Mexico

to wit: NW/4.

of section 24, township 13 N., range 11 W., N.M.P. meridian, and containing 160 acres, more or less, for the full term of 15 years from the date of approval hereof, for the sole purpose of prospecting for and mining minerals, as follows: Uranium & related minerals.

the lessee to occupy so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, mining, milling, storing, and removing such minerals.

16—12302

2. The term "Superintendent" as used herein shall refer to the superintendent or other official in charge of the Indian Agency having jurisdiction over the lands leased.

3. In consideration of the foregoing, the lessee hereby agrees:

(*a*) ROYALTY.—To pay, or cause to be paid, to the Superintendent, for the use and benefit of the lessor, as royalties, the sums of money as follows, to wit:* a set forth in attached schedule, revisable of same. (b) and (d) of this section are expressly be not certain, in [illegible] case of [illegible] provisions of [illegible] section about [illegible] all events.

All royalties accruing for any month shall be due and payable on or before the twenty-fifth day of the month succeeding.

(*b*) ANNUAL RENTAL.—To pay, or cause to be paid, to the Superintendent for the use and benefit of the lessor, in advance beginning with the date of approval of the lease, as annual rental, the following: Twenty-five cents per acre for the first calendar year or fraction thereof, 50 cents per acre per annum for the second and third years, and $1 per acre per annum in advance for each and every calendar year thereafter during the continuance of the lease; it being understood and agreed that said sum so paid shall be a credit on the royalties accruing during the year for which the payment of annual rental is made, and that said annual rental when paid shall not be refunded to the lessee because of any subsequent surrender or cancelation hereof.

(*c*) DILIGENCE, PREVENTION OF WASTE.—To exercise diligence in the conduct of prospecting and mining operations; to carry on development and operations in a workmanlike manner and to the fullest possible extent; to commit no waste on the said land and to suffer none to be committed upon the portion in his occupancy or use; to comply with all the requirements of the laws of the State in which the land is located; to take appropriate steps for the preservation of the property and the health and safety of workmen; promptly to surrender and return the premises upon the termination of this lease to whomsoever shall be lawfully entitled thereto, in as good condition as received, excepting for the ordinary wear and tear and unavoidable accidents in their proper use; not to remove therefrom any buildings or permanent improvements erected thereon during the said term by the said lessee, but said buildings and improvements shall remain a part of said land and become the property of the owner of the surface of the land, excepting the office fixtures and records, personal property, tools, pumping and drilling outfits, boilers, engines, and mining machinery, which shall remain the property of the lessee and may be removed at any time prior to 60 days after the termination of the lease by forfeiture or otherwise, provided the payments agreed upon by this lease have been made and the lease terms and regulations applicable thereto have been fully complied with, but not otherwise; not to permit any nuisance to be maintained on the premises under lessee's control, nor allow any intoxicating liquors to be sold or given away for any purpose on such premises; and not to use such premises for any other purposes than those authorized in this lease.

(*d*) DEVELOPMENT.—The land described herein shall not be held by the lessee for speculative purposes, but in good faith for mining the minerals specified; and the failure by the lessee in the diligent development and continued operation of the mine or mines, except when operations may be interrupted by strikes, the elements, or casualties not attributable to the lessee, shall be held as a want of compliance with the purposes of this lease and shall render it subject to cancelation: *Provided*, That whenever the Secretary of the Interior shall consider the marketing facilities inadequate or the economic conditions unsatisfactory, he may authorize the suspension of operations for such time as he may deem advisable, but such action will not release the lessee from the payment of the advance annual rental.

(*e*) MONTHLY STATEMENTS.—To keep an accurate account of all mining operations, showing the sales, prices, dates, purchasers, and the whole amount of minerals mined, the amount removed, and the gross receipts derived therefrom, and to furnish the Superintendent sworn monthly reports thereon not later than the twenty-fifth of the succeeding month; and all sums due as royalty and advance rental shall be a lien on all implements, tools, movable machinery, and all other personal chattels used in operation upon said property, and upon all of the unsold minerals obtained from the land herein leased, as security for payment of said sums. An audit of the lessee's accounts and books shall be made annually or at such times as may be directed by the Superintendent by certified public accountants approved by the Secretary of the Interior and at the expense of the lessee. The lessee shall furnish free of cost a copy of such audits to the Secretary of the Interior through the Superintendent within 30 days after the completion of each auditing.

(*f*) REGULATIONS.—To abide by and conform to any and all regulations of the Secretary of the Interior now or hereafter in force relative to such leases: *Provided*, That no regulations hereafter approved shall effect a change in rate of royalty, the annual rental herein specified, or the term of this lease, without the written consent of the parties to this lease.

* Here insert the royalties agreed upon in accordance with applicable regulations.

(*g*) ASSIGNMENT OF LEASE.—Not to assign this lease or any interest therein by an operating agreement or otherwise nor to sublet any portion of the leased premises before restrictions are removed, except with the approval of the Secretary of the Interior. If this lease is divided by the assignment of an entire interest in any part of it, each part shall be considered a separate lease under all the terms and conditions of the original lease.

(*h*) BOND.—To furnish such bond as may be required by the regulations of the Secretary of the Interior conditioned upon compliance with the terms of this lease.

4. MILLING.—All ores or minerals mined on said land shall be cleaned and prepared for market thereon, and no ore or crushed material shall be removed therefrom to be cleaned or prepared for market without the written consent of the Secretary of the Interior.

5. INSPECTION.—The leased premises and producing operations, improvements, machinery and fixtures thereon and connected therewith, and all books and accounts of the lessee shall be open at all times for inspection by the lessor and his agents or any duly authorized representative of the Secretary of the Interior.

6. DISPOSITION OF SURFACE.—The lessor expressly reserves the right to lease, sell, or otherwise dispose of the surface of the lands embraced within this lease under existing law or laws hereafter enacted, such disposition to be subject at all times to the right of the lessee herein to the use of so much of said surface as is necessary in the extraction and removal of the minerals from the land herein described in accordance with this lease.

7. SURRENDER AND TERMINATION.—The lessee shall have the right at any time during the term hereof to surrender and terminate this lease or any part thereof upon the payment of all rentals, royalties, and other obligations due and payable to the lessor, and the further sum of $1, and in the event restrictions have not been removed, upon a showing satisfactory to the Secretary of the Interior that full provision has been made for the conservation and protection of the property, the lease to continue in full force and effect as to the lands not so surrendered. If this lease has been recorded lessee shall file a recorded release with his application to the Superintendent for termination of this lease.

8. CANCELATION AND FORFEITURE.—When, in the opinion of the Secretary of the Interior, there has been a violation of any of the terms and conditions of this lease before restrictions are removed, the Secretary of the Interior shall have the right at any time after 30 days' notice to the lessee, specifying the terms and conditions violated, and after a hearing, if the lessee shall so request within 30 days of receipt of notice, to declare this lease null and void, and the lessor shall then be entitled and authorized to take immediate possession of the land: *Provided,* That after restrictions are removed the lessor shall have and be entitled to any available remedy in law or equity for breach of this contract by the lessee.

9. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY OF THE INTERIOR.—Should the Secretary of the Interior, at any time during the life of this instrument, relinquish supervision as to all or part of the acreage covered hereby, such relinquishment shall not bind lessee until said Secretary shall have given 30 days' written notice. Until said requirements are fulfilled, lessee shall continue to make all payments due hereunder as provided in section 3 (*a*) and (*b*). After notice of relinquishment has been received by lessee, as herein provided, this lease shall be subject to the following further conditions:

(*a*) All rentals and royalties thereafter accruing shall be paid directly to lessor or his successors in title.

(*b*) If, at the time supervision is relinquished by the Secretary of the Interior as to all lands included in this lease, lessee shall have made all payments then due hereunder, and shall have fully performed all obligations on its part to be performed up to the time of such relinquishment, then the bond given to secure the performance hereof, on file in the Indian Office, shall be of no further force or effect.

10. HEIRS AND SUCCESSORS IN INTEREST.—It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

11. GOVERNMENT EMPLOYEES CANNOT ACQUIRE LEASE.—No lease, assignment thereof, or interest therein will be approved to any employee or employees of the United States Government whether connected with the Indian Service or otherwise, and no employee of the Interior Department shall be permitted to acquire any interest in such leases by ownership of stock in corporations having leases or in any other manner.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

her mark

TWO WITNESSES TO EXECUTION BY LESSOR:

M. D. Long ..... [SEAL]

P. O. Window Rock, Ariz.

Ruby Foster ..... [SEAL]

P. O. Window Rock, Ariz.

TWO WITNESSES TO EXECUTION BY LESSEE:

M. D. Long ..... [SEAL]

P. O. Window Rock, Ariz.

J. Hutton

Ruby Foster

P. O. Window Rock, Ariz. Attest: .....

State of Arizona
County of Apache } ss:

ACKNOWLEDGMENT OF LESSOR

Before me, a notary public, on this 7th day of June, 19__, personally appeared ....., to me known to be the identical person who executed the within and foregoing lease, and acknowledged to me that ..... executed the same as ..... free and voluntary act and deed for the uses and purposes therein set forth.

Adele Samuelson
Notary Public.

My commission expires Feb. 29, 1952

In and for the County of Pima, State of Arizona

UNITED STATES
DEPARTMENT OF THE INTERIOR

~~Washington, D. C., ..., 19__~~

~~The within lease is hereby ..... approved.~~

~~Assistant Secretary of the Interior.~~

Filed for record this ..... day of ..... o'clock ..... m.

Approved under authority delegated by Secretarial Order No. 2508, January 11, 1949 (14 F.R. 258-260), and Order No. 551, Amendment 3 (16 F.R. 8252).

DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
WASHINGTON 25, D. C.
NOV 30 1951

APPROVED:

By Sgd. H. M. Critchfield

Rental received, $ 100.00

C , Branch of Land

16—12302 U. S. GOVERNMENT PRINTING OFFICE

S T I P U L A T I O N

Modifying Allotted Land Mining Lease Contract No. I-149-ind-8912.

Above numbered mining lease is hereby modified to provide as follows:

"Wherever minerals or other products are recovered which are not included in determining value per dry ton as defined on page one of continuation sheet of form 5-154 attached and made a part of said lease, there shall be paid to the lessor for such minerals or other products, a royalty of 10 percent of the gross value of such products."

This modification shall not effect any of the other provisions of said lease and said lease shall remain in force and unaltered except as to the modification herein set out.

WITNESSES TO SIGNATURES:

Non a bah Vandever, Lessor

Glenn D. Williams, Lessee

J. T. Hutton, Lessee

ACKNOWLEDGMENT OF LESSOR

STATE OF NEW MEXICO)
(SS
COUNTY OF McKINLEY)

BUREAU OF INDIAN AFFAIRS RECEIVED APR. 8 1952 5201 Washington, D.C.

BEFORE ME, A Notary Public, on this 8th day of March 1952, personally appeared Non a bah Vandever, to me known to be the identical person who executed the foregoing sitpulation, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires: 5/2/53

Notary Public

CONSENT OF SURETY

CENTRAL SURETY AND INSURANCE CORPORATION, SURETY for Glenn D. Williams and J. T. Hutton on the bond accompanying the lease above designated, hereby consents to the foregoing modification and agrees that said bond shall remain in full force and effect covering obligations of the lessee.

Dated at Kansas City, Missouri this 18th day of March 1952.

CENTRAL SURETY AND INSURANCE CORPORATION

By

R. W. Wyatt, Attorney-in-fact

STIPULATION

Modifying allotted land mining lease Contract No. I-149-Ind-8912.

WHEREAS, above numbered mining lease was made for the sole purpose of prospecting for and mining minerals as follows:

"Uranium and related minerals."

This amendment shall not effect any of the other provisions of said lease and said lease as originally signed shall remain in force and unaltered except as to the modification herein set out.

It is therefore agreed that the wording "Uranium bearing ores", is hereby substituted for "Uranium and related minerals."

Non-a-bah Vandever (her thumb-print)
Non-a-bah Vandever, Lessor

WITNESSES TO SIGNATURES:

Glenn D. Williams
Glenn D. Williams, Lessee

J. T. Hutton
J. T. Hutton, Lessee

ACKNOWLEDGMENT OF LESSOR

BUREAU OF INDIAN AFFAIRS
RECEIVED
APR 8 1952
5201
Washington, D. C.

STATE OF NEW MEXICO)
) ss
COUNTY OF McKINLEY)

BEFORE ME, a Notary Public, on this 29th day of February 1952, personally appeared Non-a-bah Vandever, to me known to be the identical person who executed the foregoing stipulation, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My Commn Expires 5/28/53

Notary Public

CONSENT OF SURETY

CENTRAL SURETY AND INSURANCE CORPORATION, surety for Glenn D. Williams and J.T. Hutton on the bond accompanying the lease above designated, hereby consents to the foregoing modification and agrees that said bond shall remain in full force and effect covering obligations of the lessees.

DATED at Denver, Colorado this 4th day of March 1952.

CENTRAL SURETY AND INSURANCE CORPORATION

By

(Leonard Stebbins) Attorney-in-Fact

Form 5-154
(October 1939)

CONTINUATION SHEET

Contract No.
I-149-Ind. 8912

MINING LEASE ALLOTTED INDIAN LANDS
(For Minerals other than Oil and Gas)

The Lessee hereby agrees to pay or cause to be paid to the Superintendent for the use and benefit of the Lessor, as royalty, the sums of money as follows:

Percentage Royalty Schedule

Mine Value Per Dry Ton	Royalty Percentage of Mine Value Per Dry Ton
$ 0.01 to $ 10.01	10%
$ 10.01 to $ 20.01	11%
$ 20.01 to $ 30.01	12%
$ 30.01 to $ 40.01	13%
$ 40.01 to $ 50.01	14%
$ 50.01 to $ 60.01	15%
$ 60.01 to $ 70.01	16%
$ 70.01 to $ 80.01	17%
$ 80.01 to $ 90.01	18%
$ 90.01 to $100.01	19%
$100.01 or more	20%

"MINE VALUE PER DRY TON", wherever used herein is hereby defined as the dollar value per dry ton of crude ores at the mine as paid for by the Atomic Energy Commission or other government agency before allowance for transportation and development; however, if the government at any time hereafter does not establish and pay for said ores on a fixed or scheduled dollar value per dry ton of crude ores at the mine, or said ores contain saleable minerals, some, or all, of which are disposed of to a custom treatment plant or smelter for treatment and sale, then mine value per dry ton shall be the gross value per dry ton of said crude ore as paid for by the Atomic Energy Commission or other government authorized agency mill or other buyer, less any allowances or reimbursements for the following specific items: (1) transportation of ores; (2) allowances for exploration for, or development of ores; and (3) treatment or beneficiation of ores; which specific items shall in such event be deducted from the gross sales price received from the metal content of said ores by the seller before said percentage royalty is calculated and paid. Such payments shall be made on or before the fifteenth (15th) day of the month next following receipt by Lessee of payment for said ores together with a statement of the mine value of said ores and the amount of royalty due on each lot shipped and sold.

Witness:
M. D. Long
Ruby Foster

In addition to the above royalty payments there shall be paid to the Superintendent for the use and benefit of the Lessor 10% of any bonus paid by the United States Atomic Energy Commission for the production of ore from the above lease and particularly bonuses for the initial production of uranium orefrom said lease. But this provision shall not be limited to bonuses for initial production but shall apply to any and all bonuses paid for the production of ore.

Annual Rental

The Lessee agrees to pay or cause to be paid to the Superintendent for the use and benefit of the Lessor, in advance beginning with the date of approval of the lease as annual rental, the sum of One ($1.00) Dollar per acre for the first calendar year and the sum of One ($1.00) Dollar per acre, in advance, for each and every calendar year thereafter during the continuation of this lease.

The rentals so paid shall not be a credit on the royalties accruing under this lease and shall not be refunded to the Lessee because of any subsequent surrender or cancellation of the lease.

Development

The land described herein shall not be held by the Lessee for speculative purposes but in good faith for mining mineral specified. The Lessee shall expend in the development of said lease in each year the sum of Ten ($10.00) Dollars per acre. Such development shall consist of road building, prospecting or drilling and mining operations, and the Lessee shall each year submit to the Superintendent satisfactory reports regarding development expenditures, which reports shall be furnished within ten (10) days after the yearly anniversary date of the lease; and failure by the Lessee in the diligent development and continued operation of the mine or mines, or the expenditures of the sum provided herein for the development of said lease in each year except when the operations may be interrupted by strikes, the elements or casualties not attributable to the Lessee, shall be held as want of compliance with the purposes of this lease and shall render it subject to cancellation; provided that whenever the Secretary of the Interior shall consider the marketing facilities inadequate or economical conditions unsatisfactory he may authorize the suspension of operations for such time as he may deem advisable but such action will not release the Lessee from the payment of the advance annual rental.

Payment for Surface Damage

The Lessee shall pay to the Superintendent for the use and benefit of the Lessor, as damage to the surface of the lands covered by this lease, Ten ($10.00) Dollars per acre for each acre of land upon which the vegetation of any kind is destroyed or on which the top soil may be removed, turned or damaged by the mining operations conducted on said lease, but not including the reasonable use of the surface for roads and the construction of facilities for the operation of this lease. Provided, however, that in the event the royalty payments made under this lease shall equal or exceed the amount due for surface damages as provided in this paragraph then and in that event the Lessee shall be released from the obligation to pay such surface damages.

The Lessee shall not be permitted to surrender or terminate this lease until the damages provided for in this paragraph have been paid and in the event of the cancellation or forfeiture of this lease by the Secretary of the Interior as provided in said lease, the Lessee shall remain obligated to pay for surface damages as herein provided and the bondsmen of the Lessee shall not be released from liability until such surface damages are paid. The extent of the surface damages and the amount due therefor, shall be determined by the Secretary of the Interior.

The lessee shall employ Navajo labor in all positions for which they are qualified, including truck drivers, and shall protect the Indian grazing rights and other Indian rights to the surface of the lands.

The lessee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts hereunder.

Two witnesses to signature of Lessee

M. D. Long

Ruby Foster

Lessee

(Attest)

Two witnesses to signature of Lessor

M. D. Long

Ruby Foster

Non-a-bah Vandever

Lessor

Lessor

Lessor

Lessor

Lessor

Lessor