EXHIBIT A

URANIUM MINING LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT, made and entered into this 15th day of April, 1975, by and between SANTA FE PACIFIC RAILROAD COMPANY, a corporation created by Act of Congress, approved March 3, 1897, hereinafter called "Lessor", and GEORGE WARNOCK, an individual, hereinafter, whether one or more, called "Lessee".

W I T N E S S E T H:

That the parties hereto, for the considerations hereinafter expressed, covenant and agree as follows:

1. Lessor, upon the terms and conditions and subject to the reservations hereinafter set forth, hereby grants to Lessee the exclusive right and privilege for a period of two (2) years beginning with the date hereof, to search, explore and mine for uranium-bearing ore by methods used and recognized in the industry on the lands situate in the County of McKinley, State of New Mexico, described in Exhibit "A", attached hereto and by this reference made a part hereof, said lands being hereinafter referred to as said "leased premises", including the right to construct and maintain thereon at the sole cost and expense of Lessee, all works, buildings, plants, waterways, roads, telegraph or telephone lines, or other structures necessary and desirable in the exploration, development or conduct of mining operations upon said lands including the use of such water rights as Lessor may have.

SUBJECT to the rights of grantees, vendees and licensees of the surface of said lands under deeds, contract of purchase, or other agreements heretofore made by Lessor and to the obligations of Lessor under the provisions thereof.

SUBJECT ALSO to all leases or agreements now outstanding for use of said lands, or any portion thereof, for mining or

other purposes, but Lessor represents that there are no such leases or agreements valid and outstanding made by Lessor for the development and production of uranium-bearing ore and associated minerals.

SUBJECT ALSO to the right of Lessor (which right is hereby expressly reserved) to enter into leases, permits, or other agreements with others covering said lands or any portion thereof for any purpose whatsoever not inconsistent with the rights of Lessee hereunder.

1a. It is understood that the Lessee is hereby granted the right to mine only within the exterior boundaries, extended vertically downward, of the land hereby leased.

2. Lessee agrees on or before the expiration of the first two (2) year period of the term of this lease to surrender to Lessor by an appropriate instrument in writing, all the land described in Exhibit "A" on which development operations for the recovery of uranium ore have not been commenced. The lands surrendered shall be in units of not less than a quarter/quarter section (1/16 of a section), conforming as nearly as possible to legal subdivisions. The term "development operations" when used herein shall refer to the activity or work of: (1) driving or excavating an opening, or openings, to or in a commercial deposit of ores or minerals in, on, or under the lands so as to gain access thereto for the purpose of mining and handling the same; or (2) further drilling or coring to block out a commercial ore deposit. Lessee shall not be required to surrender any land lying within a governmental section on which development operations for the recovery of uranium ore have been commenced.

3. Lessee agrees to enter into and upon the said premises and to work and operate on the leased premises steadily and continuously in the manner of a prudent operator during the period of this Lease and Agreement in accordance with approved methods so as to discover, mine and remove the greatest amount of uranium-bearing ore possible in a manner proper and necessary

to good and economical mining with due regard to the development and preservation of the said premises as mining ground. Lessee further agrees that all work done in and upon said premises and property shall be done in full compliance with the mining laws and regulations of the State, the United States and any other competent public authority.

4. Lessor reserves the right through its agents or representatives to enter from time to time during ordinary business hours into and upon all parts of said premises and workings thereon for the purpose of inspection, visual surveys, or taking samples therefrom, and Lessee agrees to render said agents or representatives proper assistance in making said inspection, visual surveys or examinations. Lessee shall furnish quarterly reports to the Lessor, including maps, showing all factual exploration data and all of the mining and exploration work done, or in progress upon the property, together with assays of the ore encountered, during the preceding quarter.

5. Subject to the provisions of Paragraphs 6 and 7 hereof, on all ores mined and removed from the leased premises for the purpose of milling, treatment, or other disposition, Lessee shall pay to Lessor a percentage royalty of the mine value per dry ton as set forth in the following schedules:

(i) Lessee shall pay Lessor on all underground ore mined from the demised premises through shaft or tunnel on the following royalty schedule:

PERCENTAGE ROYALTY SCHEDULE

Mine Value Per Dry Ton	Royalty Percentage of Mine Value Per Dry Ton
$ 0.01 to $ 1.99	11.000 %
2.00 to 3.99	11.325
4.00 to 5.99	11.650
6.00 to 7.99	11.975
8.00 to 9.99	12.300
10.00 to 11.99	12.625
12.00 to 13.99	12.950
14.00 to 15.99	13.275
16.00 to 17.99	13.600
18.00 to 19.99	13.925
20.00 to 21.99	14.250
22.00 to 23.99	14.575
24.00 to 25.99	14.900

PERCENTAGE ROYALTY SCHEDULE
(Continued)

26.00 to 27.99	15.225
28.00 to 29.99	15.550
30.00 to 31.99	15.875
32.00 to 33.99	16.200
34.00 to 35.99	16.525
36.00 to 37.99	16.850
38.00 to 39.99	17.175
40.00 to 41.99	17.500
42.00 to 43.99	17.825
44.00 to 45.99	18.150
46.00 to 47.99	18.475
48.00 to 49.99	18.800
50.00 to 51.99	19.125
52.00 to 53.99	19.450
54.00 to 55.99	19.775
56.00 to 57.99	20.100
58.00 to 59.99	20.425
60.00 to 61.99	20.750
62.00 to 63.99	21.075
64.00 to 65.99	21.400
66.00 to 67.99	21.725
68.00 to 69.99	22.050
70.00 or more	22.375

(ii) Lessee shall pay Lessor on all ore mined by open pit or by surface mining methods on the following royalty schedule:

PERCENTAGE ROYALTY SCHEDULE

Mine Value Per Dry Ton	Royalty Percentage of Mine Value Per Dry Ton
$ 0.01 to $ 5.00	12%
$ 5.00 to $10.00	14%
$10.00 to $15.00	16%
$15.00 to $20.00	18%
$20.00 to $25.00	20%
$25.00 to $30.00	22%
$30.00 to $35.00	24%
$35.00 to $40.00	26%
$40.00 to $45.00	28%
$45.00 to $50.00	30%
$50.00 or more	32%

"Mine value per dry ton" wherever used in this Paragraph 5 is hereby defined as the dollar value per dry ton (ton = 2,000 pounds) of crude ore at the mine, as determined by application to the valuable uranium content of such ore of the following "Price Schedule for Uranium Ores", multiplied by a fraction whose numerator is the actual final weighted average price per pound of U_3O_8 received by Lessee for uranium concentrate derived from ores from the leased premises during the preceding six (6) months for which royalty is being computed and whose denominator is $8.00, except that if no sales have been made during the preceding six (6) months, then the numerator shall be the price received from the current sale.

PRICE SCHEDULE FOR URANIUM ORE

U_3O_8 Assay of Ore	Value Per Pound of U_3O_8 Contained in Ore
Less than 0.10% of U308	$0.75
0.10% U308	$1.50
0.11% U308	$1.70
0.12% U308	$1.90
0.13% U308	$2.10
0.14% U308	$2.30
0.15% U308	$2.50
0.16% U308	$2.70
0.17% U308	$2.90
0.18% U308	$3.10
0.19% U308	$3.30
0.20% U308 and more	$3.50

plus a grade premium of $0.75 per pound for each pound of U308 in excess of four (4) pounds per ton of ore and an additional premium of $0.25 per pound for each pound in excess of ten (10) pounds U308 per ton.

Wherever minerals or other products associated with uranium-bearing ore are recovered from the ores which are not included in determining mine value per dry ton as heretofore defined, there shall be paid by Lessee to Lessor for such minerals or other products, a royalty of twelve and one-half percent (12½%) of the gross value of such products, less deduction for transportation and milling costs.

All royalty payments to be made by Lessee to Lessor shall be made on or before the 20th day of the month next following receipt by Lessee of payments for the products sold or disposed of.

Lessee shall keep accurate account of all mining operations, showing the sales, prices, dates, purchases, and the whole amount of minerals mined, the amount removed and the gross receipts derived therefrom, together with any bonus or other payments, and furnish to Lessor sworn monthly reports thereon not later than the 20th day of the succeeding month.

6. In lieu of the royalty payments specified in Paragraph 5 hereof, Lessor at all times during the term of this lease shall have the right to take its royalty percentage, as hereinafter set forth, of all product mined or removed from the leased premises either as ore, or in concentrate. Said royalty percentage of ore, or concentrate, produced from said leased premises shall be determined by dividing the mine value per dry ton (as defined in Paragraph 5 hereof) by the gross value per dry ton (as hereinafter defined), then multiplying the result by the applicable royalty percentage (as set forth in the table labeled

"Percentage Royalty Schedule" in Paragraph 5 hereof) of the mine value per dry ton. The result when expressed as percentage shall constitute the royalty percentage of physical volume of ore, or concentrate, due Lessor.

> The term "gross value per dry ton" wherever used in this paragraph 6 is hereby defined as the dollar value per dry ton (ton = 2,000 pounds) of crude ore as determined by multiplying the valuable uranium content of such ore by the weighted average price per pound of U308 received by Lessee, or the company selling Lessee's concentrate, during the six (6) months preceding the month in which Lessor's royalty is being determined under the provisions of this paragraph.

Expressed as a formula, Lessor's royalty percentage of ore, or concentrate in kind, is as follows:

$$\frac{\text{Mine Value Per Dry Ton}}{\text{Gross Value Per Dry Ton}} \times \begin{array}{l}\text{Royalty Percentage of}\\ \text{Mine Value Per Dry Ton}\end{array}$$

For example, in underground mining, using .20% ore and a concentrate price of $8.00 per pound:

$$\frac{\$14.00 \text{ (Mine Value)}}{\$32.00 \text{ (Gross Value)}} \times 13.275\% \text{ (Royalty Percentage)} = 5.80\%$$

In the event Lessor shall take its royalty percentage as ore and said ore shall be processed along with Lessee's ore at a mill either owned by Lessee, or in which Lessee shall have an interest and the right to mill ore, then Lessee shall be entitled to a toll charge for milling said ore which charge shall be equal to Lessee's cost plus ten per cent (10%) of said costs; provided however, that the mill has capacity to process Lessor's ore and that Lessor's ore must be milled concurrently with Lessee's ore. In determining the said cost, the books and accounts covering its milling operations shall be open to Lessor for inspection and audit, insofar as said books and accounts are available to Lessee. In the event Lessor's ore from the leased premises is processed along with Lessee's ore through a mill not owned by Lessee or in which Lessee has no interest, under a tolling arrangement negotiated by Lessee, then Lessor's royalty percentage of concentrate, subject to Lessee's right to do so, shall be delivered to Lessor subject to the same milling costs as Lessee is paying for the processing of its ore. Lessor shall have the right on ninety (90) days

notice in writing to Lessee at any time, or from time to time as often as Lessor shall desire, but not more frequently than twelve (12) month intervals, to change the method of payment of any or all of its said royalty from payment in kind as ore, or concentrate, to payment in money, or vice versa. If no such written instructions are given to Lessee by Lessor, said royalty payments shall be made in money.

7. Wherever Lessee shall save, recover and process for recovery of uranium therefrom any uranium-bearing mine water from the leased premises, there shall be paid by Lessee to the Lessor for such uranium-bearing mine water a royalty of seven and one-half percent (7½%) of the market value of U308 contained in uranium concentrate recovered by Lessee from such uranium-bearing mine water.

8. Lessee shall pay to Lessor, annually in advance, rental per acre in the following manner and amounts during the term hereof:

Lease Year	Advance Rental Per Acre Retained
First Year	$10.00
Second Year	$10.00

The amounts so paid for any one (1) year shall be credited against royalty actually paid to Lessor for that year, or may be deducted from royalty if taken in kind. The value of the ore so deducted is to be computed as though the Lessee had sold for Lessor at the last or current sale.

9. Lessee shall not subject Lessor or the leased premises to any liability or lien for or on account of any work done or improvements made or materials placed on or used upon said premises, and if by reason of the failure of Lessee to pay

bills or expenses incurred by Lessee, any valid lien or liens shall be filed against the leased premises, Lessor may forthwith pay and discharge the same and hold Lessee bound to repay to Lessor all sums so advanced or paid to clear said premises from liens which may be filed as aforesaid, and Lessor may also at its election declare a forfeiture of this Lease and Agreement.

10. Lessee shall file returns with the proper taxing authorities covering the mineral estate hereby leased, the uranium-bearing ore or other minerals produced from the leased premises, and all personal property which may be placed upon said premises by Lessee; and shall pay, before the same shall become delinquent, all valid taxes, charges, rates and assessments which may during the term of this lease be levied upon or assessed in any respect upon or against said mineral estate, ore, mineral products or personal property, together with all increase in such charges, rates or assessments upon the land by reason of the discovery or production of such minerals or on account of improvements erected upon said land, including buildings, machinery and other fixtures placed thereon by Lessee. Where any such taxes, charges, rates or assessments may be embraced in the general amount of taxes charges Lessor or to the surface owner, and Lessor shall pay such taxes or refund the same to the surface owner, then Lessee shall promptly repay or refund to Lessor the amount or part of the tax, charge, rate or assessment attributable under this Lease and Agreement to Lessee. All such payments by Lessor on account of Lessee shall bear interest at the rate of ten percent (10%) per annum until paid.

11. Lessee shall save harmless and indemnify Lessor against all claims, demands, suits, judgments, expenses and costs of any and every kind on account of the injury to or

death of persons, or loss of or damage to property arising in any manner out of or in connection with the operations of Lessee hereunder, including those arising out of its failure to effectively close surface openings of abandoned mines as required by Paragraph 13 hereof, and Lessee shall at Lessee's sole cost and expense defend all the claims, demands or suits; and, if at any time Lessee employs any person or persons to work upon the leased premises, Lessee shall comply with the Workmen's Compensation Act of New Mexico and all regulations and requirements of competent public authority and provide certificate of insurance to Lessor indicating the amounts and types of coverage of such other insurance as Lessor may require.

12. At the expiration of this Lease and Agreement, or upon its earlier termination as herein provided, Lessee shall surrender the leased premises in good order and condition; provided, however, Lessee shall have six (6) months from date of expiration or termintion to remove therefrom all machinery, tools and improvements, except such as may become the property of the Lessor under this Lease and Agreement by purchase or otherwise; provided, however, that no such tools, machinery, or improvements shall be removed while Lessee may be in any manner indebted to Lessor under any obligation incurred under this Lease and Agreement. Lessee shall not, however, remove any timbers or improvements which may be necessary or desirable to leave in the workings to protect same from subsidence, or as a mining property unless written approval is obtained from Lessor to do so. Lessee hereby undertakes and agrees that when any mining operations on the leased premises are closed down, or when this Lease and Agreement is terminated, Lessee will backfill or in some other manner effectively close or blockade all shafts, tunnels

or other surface openings, and will post appropriate "no trespassing" and caution and danger signs at or near all such safeguards to the Lessor's satisfaction.

Lessee shall, at its own expense, promptly comply with all federal, state, county or municipal government laws, ordinances, rules, regulations, requirements and orders relating to the reclamation, restoration, reconditioning or conservation of land and water areas or to air or water pollution, which are in effect or which become effective during the term hereof and which are applicable to any operations or activities conducted by Lessee on the leased premises or to Lessee's use or occupancy thereof. Such federal, state, county, or municipal government laws, ordinances, rules, regulations, requirements and orders are hereinafter collectively referred to as "governmental conversation requirements".

Lessee agrees to indemnify and hold Lessor harmless from and against any claims, suits, penalties or other damages asserted against or incurred by Lessor pursuant to such governmental conservation requirements and which result or arise directly or indirectly from the operations or activities conducted by Lessee on the leased premises, including attorneys' fees and expenses incurred by Lessor in connection therewith.

13. Any notice to be given by Lessor to Lessee hereunder shall be deemed to be properly served if the same be deposited in a United States Post Office, registered mail postpaid, return receipt requested, addressed to

George Warnock, 3620 Wyoming Boulevard N. E., Suite 201,
Albuquerque, New Mexico 87111,

and any notice to be given by Lessee to Lessor hereunder shall be deemed to be properly served if the same be deposited in a United States Post Office, registered mail postpaid, return receipt requested, addressed to Santa Fe Pacific Railroad Company, attention Secretary, Room 220, 920 Jackson Street, Topeka, Kansas 66612, or at such other address as Lessor may request.

15. Lessor does not warrant quiet possession by the Lessee of said lands or the ores or minerals on or under them, and Lessor shall in no event become liable for damage arising from any lack or failure of title in the Lessor to said lands or to the ores or minerals on or under them, or eviction of the Lessee therefrom by title paramount to the title of the Lessor.

Lessor has sold and conveyed all of said lands by deed, which deed provides that Lessor expressly reserves and excepts all oil, gas, coal and minerals whatsoever, already found or which may hereafter be found, upon or under said lands, with the right to prospect for, mine and remove the same, and to use so much of the surface of said lands as shall be necessary and convenient for shafts, wells, tanks, pipe lines, rights of way, railroad tracks, storage purposes, and other and different structures and purposes necessary and convenient for the digging, drilling and working of any mines or wells which may be operated on said lands. Lessee accepts this Lease and Agreement subject to the aforesaid terms and provisions, and also subject to all of the terms and provisions of said deed.

Lessee agrees at its sole cost and expense:

(a) To pay to the third party surface owners fair and full compensation for all damages caused by its operations hereunder including surface owners royalty, if any;

(b) To pay all damage to the third party surface owner's buildings and growing crops caused by the erection or construction of facilities to be used in connection with mining operations;

(c) That all pipe lines shall be buried below plow depth where such lines cross cultivated lands; and

(d) That where there are fences, to construct gates or cattle guards thereon where necessary for Lessee to cross the same, and to keep such gates and cattle guards in repair and the gates closed when not in use.

Lessee will also indemnify and save Lessor harmless from any and all claim of or liability to the owner or owners of the surface of the land leased by reason of failure of Lessee to perform the requirements mentioned in clauses (a), (b), (c) and (d) hereinabove.

Any amounts which Lessor shall be required to pay to any such surface owner or owners by reason of the failure of the Lessee to perform such obligations shall be refunded by Lessee to Lessor within thirty (30) days after demand therefor, and upon failure to make such payment within said time, all amounts so due shall become a lien upon all property of the Lessee upon said premises and all of Lessee's interest in any uranium ore produced therefrom and the proceeds thereof. All such payment by Lessor on account of Lessee shall bear interest at the rate of ten percent (10%) per annum until paid.

15. No termination of this Lease and Agreement shall release Lessee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the date of such termination.

16. Lessee shall not assign this Lease and Agreement or any interest therein, nor sublet any portion of the leased premises, except with the written consent of Lessor first had and obtained in each instance.

17. Lessor agrees that if during the term of this Lease and Agreement Lessee has found and at the expiration of the term of this Lease is producing uranium-bearing ore in commercial quantities from the leased premises, Lessor will, upon written request made at least thirty (30) days prior to expiration of the two (2) year term, renew this Lease and Agreement for an additional two (2) year period, upon the same terms

and conditions, including the right to like and successive renewals thereafter, upon the same conditions, subject always during any such extended period to termination whenever uranium in commercial quantities shall cease to be produced for sixty (60) consecutive days; provided, however, that in all instances in which Lessee is required to perform any particular act or to begin or to carry on any operation, except payment of rentals or other money due Lessor, any delay on account of floods, washouts, strikes, lockouts, the elements, acts of God, or the public enemy, or other causes beyond Lessee's control shall not be computed as any part of the time within which any such act shall be begun or performed. Lessor shall be under no obligation to renew this Lease and Agreement at any time or times if Lessee shall then be in default hereunder, or if this Lease and Agreement has been previously terminated by reason of any such default.

19. Lessee may, at any time, subject to the provisions of Paragraph 13 hereof, surrender any part of the leased premises to the Lessor by an appropriate instrument, in writing, duly executed and acknowledged so as to entitle the same to be recorded, and thereupon all rights and obligations of the parties hereto, one to the other, shall cease and determine as to the premises thereby surrendered; provided, however, the Lessee shall have first paid all rentals, taxes, or royalties due and shall have performed all obligations of the Lessee hereunder accruing to the time of surrender.

20. If Lessor, at any time, believes that Lessee is in default under the terms and provisions of this Lease and Agreement, it shall notify Lessee in writing of the particular default claimed, and if Lessee should fail to commence to correct such default and to proceed with reasonable diligence to complete the remedy of such default within thirty (30) days after the receipt of such notice, Lessor may terminate this Lease and Agreement by written notice to Lessee. In the event Lessee shall fail to make any payment of rentals or royalties, or other fixed amounts, when

due, Lessor may terminate this Lease and Agreement upon ten (10) days written notice to Lessee and Lessee's failure to pay the full amount due within that time.

21. Any dispute between the parties under this agreement shall be referred to arbitration, each party selecting one arbitrator and the American Arbitration Association designating the third arbitrator. The award of the arbitrator shall be final and binding on the parties hereto; however, in the event that either party deems itself aggrieved by an award that is arbitrary or capricious, then all rights and remedies which it may have to obtain review of or redress from such award are hereby reserved to either party.

22. If the leased premises or a portion thereof contain strippable coal reserves which Lessor desires to develop and produce and Lessee has determined that uranium ore exists thereunder which Lessee desires to mine, then in such event, Lessor and Lessee shall cooperate in the timing, planning, location and construction of their respective surface facilities and operations so as to permit the reasonable and simultaneous development, production and processing of such coal and uranium ore.

23. All of the covenants and agreements of this Lease and Agreement shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors or assigns of the parties hereto, as the case may be.

IN WITNESS WHEREOF, this Lease and Agreement has been executed by the parties thereunto duly authorized the day and year first above written.

SANTA FE PACIFIC RAILROAD COMPANY

By _____
Its President

ATTEST:

_____
Assistant Secretary

LESSOR

GEORGE WARNOCK

LESSEE

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 17th day of April, 1975, by T.H. Rodgers, — President of SANTA FE PACIFIC RAILROAD COMPANY, a corporation organized and existing under and by virtue of an Act of Congress approved March 3, 1897, on behalf of said corporation.

Notary Public

My commission expires:
April 13, 1975

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 27th day of March, 1975, by GEORGE WARNOCK, an individual.

Carolyn Jane Burchin
Notary Public

My commission expires:
My Commission Expires Dec. 3, 1978

Robert Bafeson
General Attorney

EXHIBIT "A"

SANTA FE PACIFIC RAILROAD COMPANY

MINERAL OWNERSHIP

McKINLEY COUNTY, NEW MEXICO

Township 13 North, Range 10 West

Description	Section	Acres	Total Acres
NE/4 NW/4	19	40.00	
Lot 1	19	41.43	
			81.43*

* Subject to Judgment and Decree dated May 28, 1952, Secretary's No. SFP-42647.