

MINING LEASE

THIS INDENTURE is made this _____ day of _____, 20____, between

_____, Lessor,
and _____
_____, Lessee.

The Lessor, for and in consideration of the rents, covenants and agreements hereinafter expressed to be paid, kept and performed by the Lessee, has leased, let and demised, and by these presents does lease, let and demise unto the Lessee, the following described premises, situate, lying and being in _____ Mining District, in the County of _____ and State of _____, to wit:

TO HAVE AND TO HOLD THE SAME, for the purpose of mining, for the term of _____

from the date hereof, unless sooner terminated under any of the provisions herein contained, with no power to assign this lease or any interest thereunder, or to sublet the whole or any part of said premises except upon the written consent of the Lessor _____

_____.

And the Lessee, for and in consideration of the leasing of said premises, covenants and agrees with the Lessor to commence work on said premises _____
_____ and thereafter to work the same continuously, in a thorough and workmanlike manner, employing at least _____ persons underground, and working at least _____ shifts each calendar month; to keep



the same securely timbered, drained and clear of loose rock and rubbish; to keep accurate accounts, and to render _____ statements to the Lessor, Lessor's agent or attorney, showing the amount and character of work done, and to pay to the Lessor, Lessor's agent or attorney, as rental for said premises royalty upon all ore taken and sold therefrom as follows, to wit:

It is expressly understood and agreed by and between the Lessor and the Lessee hereto, that the Lessor reserves the property and right of property in and to all ores extracted from said premises during the term hereof, and that all settlements for royalty shall be made upon the assay value of the mineral in the ore that may be taken from said premises less the actual cost of railroad transportation and treatment; and the sampling works, mill, smelter, or ore buyer purchasing any such ore shall retain the amount of the royalty herein stated and shall pay the same to the Lessor at each settlement for ore purchased.

The Lessee furthermore covenants and agrees that the Lessor, Lessor's agent or attorney, shall have the right at any and all times to enter upon and descend into any and all parts of said premises to inspect the same, make surveys thereof, or take samples therefrom, and that the Lessee will render to Lessor all the assistance in Lessee's power in so doing. And the Lessee further more covenants and agrees to occupy and hold all side veins, spurs, feeders, cross-lodes, parallel lodes, or mineral deposits of any kind which may be discovered by the Lessee or by any person working under Lessee in any manner, by working within or from the aforesaid premises, as the property of the Lessor and as part of the premises demised, and to not allow any person not in privity with the parties hereto to take or hold possession of said premises or any part thereof under any pretense whatever, and to pay in due season all taxes and assessments levied against said demised premises on account of the production of ore under this lease.

The Lessee furthermore covenants and agrees that in case the Lessee fails in any respect to keep and fulfill any one or more of the covenants herein expressed or implied, then, and in that case it shall be lawful for the Lessor, Lessor's agent or attorney, to declare said term ended, and with or without process of law to enter upon and take possession of said premises, and in such case, and also at the expiration of this lease by limitation, Lessee agrees to surrender, yield and deliver to the Lessor quiet and peaceable possession of said premises in good condition, and that time shall be of the essence hereof, and that all of the covenants and agreements herein contained shall extend to and be binding upon the heirs, personal representatives, administrators, successors and lawful assigns of the respective parties hereto.

Where used herein, the singular shall apply to the plural, and the use of any gender shall apply to both genders.

Date: _____

Date: _____

Lessor

Lessee

By: _____

By: _____