DMA Form 1

DEFENSE MINERALS ADMINISTRATION
Control Slip

CONTROLLED DOCUMENT

DMA Docket No. 4026

DO NOT DETACH THIS SLIP

Action on this document is recorded and controlled in Reports and Records Branch. Any movement of this document between divisions or offices of DMA or movement outside DMA must be reported to the Reports and Records Branch. Actions taken that affect status of the case must also be reported.

Cys to USBM and USGS
This document has been recorded as

Exploration

Any action taken to change the type of request for assistance must be promptly reported to the Reports and Records Branch. Use DMA Form 2 for submitting these reports.

Routing Slip

To:	Rare & Misc. Met. Div	Date	10/20/55
To:	Operating Com.	Date	11/1/55
To:	Mr. Mittenday	Date	3/7/56
To:	Mr Mittenday	Date	6/14/56
To:	Mr. Mittendorf	Date	6/14/56
To:	"	Date	7/25/56
To:	Mr. Johnson	Date	8/27/56
To:	Asso. Solicitor	Date	10/4/56
To:	Oper Com	Date	10-15-56
To:	Admr.	Date	10-17-56
To:	Mr. Johnson	Date	12-4-56
To:		Date	
To:		Date	
To:		Date	
To:		Date	

DO NOT DETACH

CONTROLLED DOCUMENT

Operator's Copy

MF-200A
(Rev. April 1956)

RECEIVED
NOV 29 1956
D.M.E.A.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT
(Short Form)

DMEA No.	*Commodity*	*Contract No. Idm–E*	*County*	*State*
4026	Uranium	1021	Converse	Wyoming

It is agreed OCT 18 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Harlan D. Fowler

whose mailing address is 1006 Corey Street
Longmont, Colorado
hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) This contract is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF–200A), the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before ....., and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within three months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $ 5,640.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $ 4,230.00, in accordance with the provisions of Articles 4 and 5.

(c) The Operator shall not transfer or assign this contract or any right or obligation thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Royalty claims of Loma Uranium Corporation, Richard L. Peterson, Richard H. McCormick, John Fryback, and John R. Morton

(b) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached, as follows: Subordination Agreement of above royalty claimants.

(c) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing

in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after certification of discovery or development, to inspect production operations and underground workings. The Operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(a) Operator's records.—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records, or accounts.

ARTICLE 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer or as surety if the Operator is not the producer (for example, if the Operator either transfers or fails to retain his interest in the land), shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling, assaying, or transportation performed or paid by the Operator or by anyone other than the buyer are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent) after the lapse of six months from the date the ore was extracted from the ground remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

(For instance: the royalty on an amount of five dollars ($5.00) per ton would be one and one-half (1½) percent; on an amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this Article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 7. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *Notices to be given by the Government* may be delivered to the Operator or may be sent by registered mail addressed to the Operator at the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 10. *Changes and added provisions.*—

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

HARLAN D. FOWLER
(Operator)

By C. Mittendorf
Administrator, Defense Minerals
Exploration Administration

By .....

.....

I, ..., certify that I am the ..... secretary of the corporation named as Operator herein; that ....., who signed this contract on behalf of the Operator, was then ..... of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE : 1956—O-383069

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
[redacted]. DMRA-4026

ANNEX I

The land referred to in Article 2 of the Contract is owned by the Operator and consists of 11 unpatented lode mining claims situnted in sec. 1, T. 35 N., R. 72 W., 6th P.M., Converse County, Wyoming.

The claims are shown on the map entitled "Figure 2 - Geologic Map and Location of Proposed Stage I Holes, Harlan D. Fowler, Box Claims, Converse County, Wyo. DMRA 4026," attached hereto and made a part hereof. The Notices of Location of the claims are recorded in the Office of the County Recorder of Converse County, Wyoming, as folows:

Claim	Original Book	Original Page	Amended Book	Amended Page	Amended Book	Amended Page
Box No. 1	256	331	270	505	271	15
Box No. 2	256	332	270	506	271	16
Box No. 3	256	333	270	507	271	17
Box No. 4	256	334	270	508	271	18
Box No. 5	256	335	270	509	271	19
Box No. 6	256	336	270	510	271	20
Box No. 7	256	337	270	511	271	21
Box No. 8	256	338	270	512	271	22
Box No. 9	256	339	270	513	271	23
Box No. 10	256	340	270	514	271	24
Box No. 11	256	341	270	515	271	25

RECEIVED
JUN 1 1 1956

MF-201
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E 1021
Contract Date OCT 1 8 1956

SUBORDINATION AGREEMENT

To the United States of America:

Referring to that certain land in the County of Converse, State of Wyoming, described as follows:1/

Box Claims Nos. 1 to 11 inclusive, located in sec. 1, T. 35 N., R. 72 W., Converse County, Wyoming

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government," in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Subordinates whatever right, claim, lien or encumbrance the undersigned may have in or against the land to whatever interests, equities, and rights the Government may acquire under the contract (a) with respect to purchased property in or upon the land to the cost of which it has contributed, including the right to dismantle, sever, and remove it from the land; and (b) with respect to a percentage royalty on production from the land and a lien to secure the payment thereof; and

2. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Subordination Agreement; and (b) to give advance notice of this Subordination Agreement to any transferee of the right, claim, lien, or encumbrance hereby subordinated; and

3. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Subordination Agreement shall extend and apply thereto.

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

(OVER)

Dated this 7th day of June, 1956. LOMA URANIUM ~~COMPANY~~ Corporation,

Richard L Peterson [Seal] By R M Wilson
Vice-President.

Richard H. McCormick [Seal]

John Tuffank [Seal]
John R. Morton

I, _____, certify that I am the _____, (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

X _____
[Corporate Seal]

I, John R. Moran certify that I am the Secretary, (Secretary, etc) of the corporation named herein; that R M Wilson who signed this agreement was then Vice-president (President or Vice President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

John R. Moran, Secretary of Loma Uranium Corp.
(Corporate Seal)

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
DOCKET NO. DMEA-4026
EXHIBIT A
Description of the Work

General Provisions

The work consists of exploration by non-core drilling to test the sandstone lenses of the Wasatch formation of Eocene age. The location of the work is indicated on the map (Figure 2) referred to in Annex I.

Three separate sandstone lenses exposed on the property contain zones of color change from buff or gray to red, which are considered favorable for uranium deposition. The stratigraphic interval between the top of the upper lens and the bottom of the lower lens is approximately 125 feet; hence, drill holes designed to explore all three lenses are expected to be approximately of that depth.

Drill holes shall have a diameter that will permit easy probing. Drill cuttings shall be collected with a Duclone sample collector or equivalent unit. Samples shall be taken at 2½-foot intervals except in mineralized zones where the interval shall be reduced to 1 foot. Samples shall be checked for radioactivity and those indicating significant mineralization shall be analyzed chemically for uranium. A portion of all samples taken shall be properly labeled and stored for inspection and disposition by the Government.

All drill holes shall be logged geologically and probed radiometrically, and the record of such logging and probing, together with certified copies of all assay certificates, shall be submitted with the Operator's monthly progress reports.

No payment shall be made for uncompleted holes.

The project shall be supervised at all times by a competent engineer or geologist.

The location, direction, inclination, and extent of all project work are subject to the approval of the Government.

The work shall be divided into two stages as hereinafter described. The Operator shall complete Stage I and shall perform as much of the work under Stage II as the Government approves in writing in advance.

Stage I

Drill 18 holes, numbered 1 through 18, on a 200-foot grid at the positions indicated on the map (Figure 2), for a total footage of

approximately 2,025 feet, provided, however, that where any holes have been completed prior to the drilling authorized under this Contract, no hole shall be drilled at or near such point, and the total number of holes authorized under this Stage I shall be reduced accordingly. Holes 1 through 15 shall be drilled through all three sandstone lenses to explore for ore bodies that may occur in them, and it is expected that the average depth of these 15 holes will be 125 feet. Holes 16, 17, and 18 shall be drilled through the middle sandstone lense only and are expected to average 50 feet in depth. In the event that more than 2,025 feet of drilling are required to reach the desired horizons in the holes authorized in this Stage I, additional footage and funds required to reach those horizons in those holes, may, upon the written approval of the Government, be transferred from Stage II to Stage I, and an equivalent amount of footage and funds deducted from Stage II. Not more than 36 samples shall be analyzed chemically.

Stage II

Drill not more than 37 holes, approximately 125 feet deep and aggregating not more than 4,625 feet, in the general vicinity of the holes numbered 1 through 15 of Stage I, and drill not more than 6 holes, approximately 50 feet deep and aggregating not more than 300 feet, in the general vicinity of holes 16, 17, and 18 of Stage I. These holes shall be used to offset previously drilled holes that show significant mineralization or to delineate or extend favorable ground found in Stage I drilling. Holes drilled for delineation or extension of favorable ground shall be drilled at least 100 feet from any previously drilled hole. Holes drilled as offsets to mineralized holes shall be drilled at least 50 feet from any previously drilled hole. Not more than 86 samples shall be analyzed chemically.

Estimated Cost of the Project

Fixed Unit Costs

Stage I

2,025 feet of non-core drilling	@ $0.75/ft.	$1,518.75	
36 chemical sample analyses	@ $3.50/sample	126.00	
Estimated Total Cost of Stage I			$1,644.75

Stage II

4,925 feet of non-core drilling	@ $0.75/ft.	$3,693.75
86 chemical sample analyses	@ $3.50/sample	301.00

Estimated Total Cost of Stage II	$3,994.75
Estimated Total Cost of the Project (rounded)	$5,640.00
Government Participation @ 75%	$4,230.00

Finance Office Copy

MF-200A
(Rev. April 1956)

RECEIVED
NOV 29 1956
D.M.E.A.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT
(Short Form)

DMEA No.	*Commodity*	*Contract No. Idm–E*	*County*	*State*
4026	Uranium	1021	Converse	Wyoming

It is agreed OCT 18 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Marlan D. Fowler

whose mailing address is 1008 Cone Street
Longmont, Colorado
hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) This contract is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF–200A), the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before ....., and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within three months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $5,640.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $4,230.00, in accordance with the provisions of Articles 4 and 5.

(c) The Operator shall not transfer or assign this contract or any right or obligation thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Royalty claims of Lone Uranium Corporation, Richard L. Peterson, Richard H. Bryant, and John R. Burton

(b) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached, as follows: Subordination Agreement or above royalty claimants.

(c) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing

in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after certification of discovery or development, to inspect production operations and underground workings. The Operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(a) Operator's records.—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records, or accounts.

ARTICLE 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer or as surety if the Operator is not the producer (for example, if the Operator either transfers or fails to retain his interest in the land), shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling, assaying, or transportation performed or paid by the Operator or by anyone other than the buyer are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent) after the lapse of six months from the date the ore was extracted from the ground remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

(For instance: the royalty on an amount of five dollars ($5.00) per ton would be one and one-half (1½) percent; on an amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this Article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 7. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *Notices to be given by the Government* may be delivered to the Operator or may be sent by registered mail addressed to the Operator at the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 10. *Changes and added provisions.*—

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

FARLAN D. FOWLER
(Operator)

By C. O. Mitteudorf
Administrator, Defense Minerals
Exploration Administration

By .....

.....

I, ..., certify that I am the ..... secretary of the corporation named as Operator herein; that ....., who signed this contract on behalf of the Operator, was then ..... of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
DOCKET NO. DMRA-4026

ANNEX I

The land referred to in Article 2 of the Contract is owned by the Operator and consists of 11 unpatented lode mining claims situated in sec. 1, T. 35 N., R. 72 W., 6th P.M., Converse County, Wyoming.

The claims are shown on the map entitled "Figure 2 - Geologic Map and Location of Proposed Stage I Holes, Harlan D. Fowler, Box Claims, Converse County, Wyo. DMRA 4026," attached hereto and made a part hereof. The Notices of Location of the claims are recorded in the Office of the County Recorder of Converse County, Wyoming, as follows:

Claim	Original Book	Original Page	Amended Book	Amended Page	Amended Book	Amended Page
Box No. 1	256	331	270	505	271	15
Box No. 2	256	332	270	506	271	16
Box No. 3	256	333	270	507	271	17
Box No. 4	256	334	270	508	271	18
Box No. 5	256	335	270	509	271	19
Box No. 6	256	336	270	510	271	20
Box No. 7	256	337	270	511	271	21
Box No. 8	256	338	270	512	271	22
Box No. 9	256	339	270	513	271	23
Box No. 10	256	340	270	514	271	24
Box No. 11	256	341	270	515	271	25

RECEIVED

JUN 1 1 1956

MF-201
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E 1021
Contract Date OCT 1 8 1956

SUBORDINATION AGREEMENT

To the United States of America:

Referring to that certain land in the County of Converse, State of Wyoming, described as follows:1/

Box Claims Nos. 1 to 11 inclusive, located in sec. 1, T. 35 N., R. 72 W., Converse County, Wyoming

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Subordinates whatever right, claim, lien or encumbrance the undersigned may have in or against the land to whatever interests, equities, and rights the Government may acquire under the contract (a) with respect to purchased property in or upon the land to the cost of which it has contributed, including the right to dismantle, sever, and remove it from the land; and (b) with respect to a percentage royalty on production from the land and a lien to secure the payment thereof; and

2. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Subordination Agreement; and (b) to give advance notice of this Subordination Agreement to any transferee of the right, claim, lien, or encumbrance hereby subordinated; and

3. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Subordination Agreement shall extend and apply thereto.

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

(OVER)

Dated this 7th day of June, 1956.

Richard L Pittman [Seal] LOMA URANIUM ~~COMPANY~~ Corporation,

Richard H. McCormick [Seal] By x R M Wilson
Vice-President.

John Tyrtack [Seal]
John R Moran

I, _____, certify that I am the _____, (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

x _____
[Corporate Seal]

I, John R Moran certify that I am the Secretary (Secretary, etc) of the corporation named herein; that R M Wilson who signed this agreement was then Vice President (President or Vice President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

John R Moran Secretary of Loma Uranium Corp
(Corporate Seal)

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
DOCKET NO. DMSA-4086
EXHIBIT A
Description of the Work

General Provisions

The work consists of exploration by non-core drilling to test the sandstone lenses of the Wasatch formation of Eocene age. The location of the work is indicated on the map (Figure 2) referred to in Annex I.

Three separate sandstone lenses exposed on the property contain zones of color change from buff or gray to red, which are considered favorable for uranium deposition. The stratigraphic interval between the top of the upper lens and the bottom of the lower lens is approximately 185 feet; hence, drill holes designed to explore all three lenses are expected to be approximately of that depth.

Drill holes shall have a diameter that will permit easy probing. Drill cuttings shall be collected with a Duslone sample collector or equivalent unit. Samples shall be taken at 5½-foot intervals except in mineralized zones where the interval shall be reduced to 1 foot. Samples shall be checked for radioactivity and those indicating significant mineralization shall be analyzed chemically for uranium. A portion of all samples taken shall be properly labeled and stored for inspection and disposition by the Government.

All drill holes shall be logged geologically and probed radiometrically, and the record of such logging and probing, together with certified copies of all assay certificates, shall be submitted with the Operator's monthly progress reports.

No payment shall be made for uncompleted holes.

The project shall be supervised at all times by a competent engineer or geologist.

The location, direction, inclination, and extent of all project work are subject to the approval of the Government.

The work shall be divided into two stages as hereinafter described. The Operator shall complete Stage I and shall perform as much of the work under Stage II as the Government approves in writing in advance.

Stage I

Drill 18 holes, numbered 1 through 18, on a 200-foot grid at the positions indicated on the map (Figure 2), for a total footage of

approximately 2,025 feet, provided, however, that where any holes have been completed prior to the drilling authorized under this Contract, no hole shall be drilled at or near such point, and the total number of holes authorized under this Stage I shall be reduced accordingly. Holes 1 through 15 shall be drilled through all three sandstone leases to explore for ore bodies that may occur in them, and it is expected that the average depth of these 15 holes will be 125 feet. Holes 16, 17, and 18 shall be drilled through the middle sandstone lense only and are expected to average 50 feet in depth. In the event that more than 2,025 feet of drilling are required to reach the desired horizons in the holes authorized in this Stage I, additional footage and funds required to reach those horizons in those holes, may, upon the written approval of the Government, be transferred from Stage II to Stage I, and an equivalent amount of footage and funds deducted from Stage II. Not more than 36 samples shall be analyzed chemically.

Stage II

Drill not more than 37 holes, approximately 125 feet deep and aggregating not more than 4,625 feet, in the general vicinity of the holes numbered 1 through 15 of Stage I, and drill not more than 6 holes, approximately 50 feet deep and aggregating not more than 300 feet, in the general vicinity of holes 16, 17, and 18 of Stage I. These holes shall be used to offset previously drilled holes that show significant mineralization or to delineate or extend favorable ground found in Stage I drilling. Holes drilled for delineation or extension of favorable ground shall be drilled at least 100 feet from any previously drilled hole. Holes drilled as offsets to mineralized holes shall be drilled at least 50 feet from any previously drilled hole. Not more than 86 samples shall be analyzed chemically.

Estimated Cost of the Project

Fixed Unit Costs

Stage I

2,025 feet of non-core drilling	@ $0.75/ft.	$1,518.75	
36 chemical sample analyses	@ $3.50/sample	126.00	
Estimated Total Cost of Stage I			$1,644.75

Stage II

4,925 feet of non-core drilling	@ $0.75/ft.	$3,693.75
86 chemical sample analyses	@ $3.50/sample	301.00

Estimated Total Cost of Stage II	$3,994.75
Estimated Total Cost of the Project (rounded)	$5,640.00
Government Participation @ 73%	$4,530.00

Field Team Copy

DMEA
DEPARTMENT OF THE INTERIOR
NOV 26 1956
REGION III
DENVER, COLORADO

DMEA
DEPARTMENT OF THE INTERIOR
OCT 22 1956
REGION III
DENVER, COLORADO

MF-200A
(Rev. April 1956)

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT
(Short Form)

DMEA No.	*Commodity*	*Contract No. Idm-E*	*County*	*State*
1026	Uranium	1021	Converse	Wyoming

It is agreed OCT 18 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Harlan D. Fowler

whose mailing address is 1006 Corey Street
Longmont, Colorado
hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) This contract is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF-200A), the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before ....., and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within three months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $5,640.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $4,230.00, in accordance with the provisions of Articles 4 and 5.

(c) The Operator shall not transfer or assign this contract or any right or obligation thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Royalty claims of Lone Uranium Corporation, Richard L. Peterson, Richard H. Yearsley, Ralph Tribbett, and John R. Norton

(b) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached, as follows: Subordination Agreement of above royalty claimants.

(c) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing

in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after certification of discovery or development, to inspect production operations and underground workings. The Operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(a) Operator's records.—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records, or accounts.

ARTICLE 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer or as surety if the Operator is not the producer (for example, if the Operator either transfers or fails to retain his interest in the land), shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling, assaying, or transportation performed or paid by the Operator or by anyone other than the buyer are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent) after the lapse of six months from the date the ore was extracted from the ground remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

(For instance: the royalty on an amount of five dollars ($5.00) per ton would be one and one-half (1½) percent; on an amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this Article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 7. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *Notices to be given by the Government* may be delivered to the Operator or may be sent by registered mail addressed to the Operator at the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 10. *Changes and added provisions.*—

.....

.....

.....

.....

.....

.....

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

EARLAN D. FULLER
(Operator)

By C. Mittelsdorf
Administrator, Defense Minerals
Exploration Administration

By .....

.....

I, ..., certify that I am the ..... secretary of the corporation named as Operator herein; that ....., who signed this contract on behalf of the Operator, was then ..... of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
DOE/NEPA NO. EMEA-4026

ANNEX I

The land referred to in Article 2 of the Contract is owned by the Operator and consists of 11 unpatented lode mining claims situated in sec. 1, T. 35 N., R. 72 W., 6th P.M., Converse County, Wyoming.

The claims are shown on the map entitled "Figure 2 - Geologic Map and Location of Proposed Stage I Holes, Harlan D. Fowler, Box Claims, Converse County, Wyo. EMEA 4026," attached hereto and made a part hereof. The Notices of Location of the claims are recorded in the Office of the County Recorder of Converse County, Wyoming, as follows:

Claim	Original Book	Original Page	Amended Book	Amended Page	Amended Book	Amended Page
Box No. 1	256	331	270	505	271	15
Box No. 2	256	332	270	506	271	16
Box No. 3	256	333	270	507	271	17
Box No. 4	256	334	270	508	271	18
Box No. 5	256	335	270	509	271	19
Box No. 6	256	336	270	510	271	20
Box No. 7	256	337	270	511	271	21
Box No. 8	256	338	270	512	271	22
Box No. 9	256	339	270	513	271	23
Box No. 10	256	340	270	514	271	24
Box No. 11	256	341	270	515	271	25

RECEIVED

JUN 1 1 1956

MF-201
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator _____
Docket No. DMEA- _____
Contract No. Idm-E 1021
Contract Date OCT 1 8 1956

SUBORDINATION AGREEMENT

To the United States of America:

Referring to that certain land in the County of Converse, State of Wyoming, described as follows:1/

Box Claims Nos. 1 to 11 inclusive, located in sec. 1, T. 35 N., R. 72 W., Converse County, Wyoming

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government," in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Subordinates whatever right, claim, lien or encumbrance the undersigned may have in or against the land to whatever interests, equities, and rights the Government may acquire under the contract (a) with respect to purchased property in or upon the land to the cost of which it has contributed, including the right to dismantle, sever, and remove it from the land; and (b) with respect to a percentage royalty on production from the land and a lien to secure the payment thereof; and

2. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Subordination Agreement; and (b) to give advance notice of this Subordination Agreement to any transferee of the right, claim, lien, or encumbrance hereby subordinated; and

3. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Subordination Agreement shall extend and apply thereto.

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

(OVER)

Dated this 7th day of June, 1956.

Richard L Peterson [Seal] LOMA URANIUM ~~COMPANY~~ Corporation,

Richard H. McCormick [Seal] By R Wilson

Vice-President.

John Faybach [Seal]

John R. Martin

I, _____, certify that I am the _____, (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

X

[Corporate Seal]

I, John R. Moran, certify that I am the Secretary, (Secretary, etc) of the corporation named herein; that R M Wilson who signed this agreement was then Vice president (President or Vice President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

John R. Moran Secretary of Loma Uranium Corp.

(Corporate Seal)

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
DOCKET NO. DMEA-4026
EXHIBIT A
Description of the Work

RECEIVED 1956

General Provisions

The work consists of exploration by non-core drilling to test the sandstone lenses of the Wasatch formation of Eocene age. The location of the work is indicated on the map (Figure 2) referred to in Annex I.

Three separate sandstone lenses exposed on the property contain zones of color change from buff or gray to red, which are considered favorable for uranium deposition. The stratigraphic interval between the top of the upper lens and the bottom of the lower lens is approximately 125 feet; hence, drill holes designed to explore all three lenses are expected to be approximately of that depth.

Drill holes shall have a diameter that will permit easy probing. Drill cuttings shall be collected with a Duclone sample collector or equivalent unit. Samples shall be taken at 2½-foot intervals except in mineralized zones where the interval shall be reduced to 1 foot. Samples shall be checked for radioactivity and those indicating significant mineralization shall be analyzed chemically for uranium. A portion of all samples taken shall be properly labeled and stored for inspection and disposition by the Government.

All drill holes shall be logged geologically and probed radiometrically, and the record of such logging and probing, together with certified copies of all assay certificates, shall be submitted with the Operator's monthly progress reports.

No payment shall be made for uncompleted holes.

The project shall be supervised at all times by a competent engineer or geologist.

The location, direction, inclination, and extent of all project work are subject to the approval of the Government.

The work shall be divided into two stages as hereinafter described. The Operator shall complete Stage I and shall perform as much of the work under Stage II as the Government approves in writing in advance.

Stage I

Drill 18 holes, numbered 1 through 18, on a 200-foot grid at the positions indicated on the map (Figure 2), for a total footage of

approximately 2,025 feet, provided, however, that where any holes have been completed prior to the drilling authorized under this Contract, no hole shall be drilled at or near such point, and the total number of holes authorized under this Stage I shall be reduced accordingly. Holes 1 through 15 shall be drilled through all three sandstone lenses to explore for ore bodies that may occur in them, and it is expected that the average depth of these 15 holes will be 185 feet. Holes 16, 17, and 18 shall be drilled through the middle sandstone lense only and are expected to average 50 feet in depth. In the event that more than 2,025 feet of drilling are required to reach the desired horizons in the holes authorized in this Stage I, additional footage and funds required to reach these horizons in those holes, may, upon the written approval of the Government, be transferred from Stage II to Stage I, and an equivalent amount of footage and funds deducted from Stage II. Not more than 36 samples shall be analyzed chemically.

Stage II

Drill not more than 37 holes, approximately 125 feet deep and aggregating not more than 4,625 feet, in the general vicinity of the holes numbered 1 through 15 of Stage I, and drill not more than 6 holes, approximately 50 feet deep and aggregating not more than 300 feet, in the general vicinity of holes 16, 17, and 18 of Stage I. These holes shall be used to offset previously drilled holes that show significant mineralization or to delineate or extend favorable ground found in Stage I drilling. Holes drilled for delineation or extension of favorable ground shall be drilled at least 100 feet from any previously drilled hole. Holes drilled as offsets to mineralized holes shall be drilled at least 50 feet from any previously drilled hole. Not more than 86 samples shall be analyzed chemically.

Estimated Cost of the Project

Fixed Unit Costs

Stage I

2,025 feet of non-core drilling	@ $0.75/ft.	$1,518.75
36 chemical sample analyses	@ $3.50/sample	126.00
Estimated Total Cost of Stage I		$1,644.75

Stage II

4,925 feet of non-core drilling	@ $0.75/ft.	$3,693.75
86 chemical sample analyses	@ $3.50/sample	301.00

Estimated Total Cost of Stage II	$3,994.75
Estimated Total Cost of the Project (rounded)	$5,640.00
Government Participation @ 75%	$4,230.00

Extra Copy

MF-200A
(Rev. April 1956)

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT
(Short Form)

DMEA No.	*Commodity*	*Contract No. Idm-E*	*County*	*State*
606	Uranium	1021	Converse	Wyoming

It is agreed OCT 18 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Merlan D. Fowler

whose mailing address is 1006 Cora Street
Longmont, Colorado
hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) This contract is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF-200A), the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before ....., and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within three months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $5,640.00. The Government will contribute 66 percent of the fixed unit cost of the work performed, not exceeding $3,230.00, in accordance with the provisions of Articles 4 and 5.

(c) The Operator shall not transfer or assign this contract or any right or obligation thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Royalty claims of Lone Uranium Corporation, Richard L. Peterson, Richard E. McCormick, John Frybeck, and John F. Porter

(b) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached, as follows: Subordination Agreement of above royalty claimants.

(c) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing

in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after certification of discovery or development, to inspect production operations and underground workings. The Operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(a) Operator's records.—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records, or accounts.

ARTICLE 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer or as surety if the Operator is not the producer (for example, if the Operator either transfers or fails to retain his interest in the land), shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling, assaying, or transportation performed or paid by the Operator or by anyone other than the buyer are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent) after the lapse of six months from the date the ore was extracted from the ground remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

(For instance: the royalty on an amount of five dollars ($5.00) per ton would be one and one-half (1½) percent; on an amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this Article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 7. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *Notices to be given by the Government* may be delivered to the Operator or may be sent by registered mail addressed to the Operator at the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 10. *Changes and added provisions.*—

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

CARLAN D. FOWLER
(Operator)

By C. O. Mittendorf
Administrator, Defense Minerals
Exploration Administration

By .....

.....

I, ..., certify that I am the ..... secretary of the corporation named as Operator herein; that ....., who signed this contract on behalf of the Operator, was then ..... of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
DOCKET NO. IMEA-4026

ANNEX I

The land referred to in Article 2 of the Contract is owned by the Operator and consists of 11 unpatented lode mining claims situated in sec. 1, T. 35 N., R. 72 W., 6th P.M., Converse County, Wyoming.

The claims are shown on the map entitled "Figure 2 - Geologic Map and Location of Proposed Stage I Holes, Harlan D. Fowler, Box Claims, Converse County, Wyo. IMEA 4026," attached hereto and made a part hereof. The Notices of Location of the claims are recorded in the Office of the County Recorder of Converse County, Wyoming, as follows:

Claim	Original Book	Original Page	Amended Book	Amended Page	Amended Book	Amended Page
Box No. 1	256	331	270	505	271	15
Box No. 2	256	332	270	506	271	16
Box No. 3	256	333	270	507	271	17
Box No. 4	256	334	270	508	271	18
Box No. 5	256	335	270	509	271	19
Box No. 6	256	336	270	510	271	20
Box No. 7	256	337	270	511	271	21
Box No. 8	256	338	270	512	271	22
Box No. 9	256	339	270	513	271	23
Box No. 10	256	340	270	514	271	24
Box No. 11	256	341	270	515	271	25

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
DOCKET NO. DMSA-4026
EXHIBIT A
Description of the Work

General Provisions

The work consists of exploration by non-core drilling to test the sandstone lenses of the Wasatch formation of Eocene age. The location of the work is indicated on the map (Figure 2) referred to in Annex I.

Three separate sandstone lenses exposed on the property contain zones of color change from buff or gray to red, which are considered favorable for uranium deposition. The stratigraphic interval between the top of the upper lens and the bottom of the lower lens is approximately 125 feet; hence, drill holes designed to explore all three lenses are expected to be approximately of that depth.

Drill holes shall have a diameter that will permit easy probing. Drill cuttings shall be collected with a Duplone sample collector or equivalent unit. Samples shall be taken at 2½-foot intervals except in mineralized zones where the interval shall be reduced to 1 foot. Samples shall be checked for radioactivity and those indicating significant mineralization shall be analyzed chemically for uranium. A portion of all samples taken shall be properly labeled and stored for inspection and disposition by the Government.

All drill holes shall be logged geologically and probed radiometrically, and the record of such logging and probing, together with certified copies of all assay certificates, shall be submitted with the Operator's monthly progress reports.

No payment shall be made for uncompleted holes.

The project shall be supervised at all times by a competent engineer or geologist.

The location, direction, inclination, and extent of all project work are subject to the approval of the Government.

The work shall be divided into two stages as hereinafter described. The Operator shall complete Stage I and shall perform as much of the work under Stage II as the Government approves in writing in advance.

Stage I

Drill 18 holes, numbered 1 through 18, on a 200-foot grid at the positions indicated on the map (Figure 2), for a total footage of

approximately 2,025 feet, provided, however, that where any holes have been completed prior to the drilling authorized under this Contract, no hole shall be drilled at or near such point, and the total number of holes authorized under this Stage I shall be reduced accordingly. Holes 1 through 15 shall be drilled through all three sandstone leases to explore for ore bodies that may occur in them, and it is expected that the average depth of these 15 holes will be 125 feet. Holes 16, 17, and 18 shall be drilled through the middle sandstone lease only and are expected to average 50 feet in depth. In the event that more than 2,025 feet of drilling are required to reach the desired horizons in the holes authorized in this Stage I, additional footage and funds required to reach these horizons in those holes, may, upon the written approval of the Government, be transferred from Stage II to Stage I, and an equivalent amount of footage and funds deducted from Stage II. Not more than 36 samples shall be analyzed chemically.

Stage II

Drill not more than 37 holes, approximately 125 feet deep and aggregating not more than 4,625 feet, in the general vicinity of the holes numbered 1 through 15 of Stage I, and drill not more than 6 holes, approximately 50 feet deep and aggregating not more than 300 feet, in the general vicinity of holes 16, 17, and 18 of Stage I. These holes shall be used to offset previously drilled holes that show significant mineralization or to delineate or extend favorable ground found in Stage I drilling. Holes drilled for delineation or extension of favorable ground shall be drilled at least 100 feet from any previously drilled hole. Holes drilled as offsets to mineralized holes shall be drilled at least 50 feet from any previously drilled hole. Not more than 86 samples shall be analyzed chemically.

Estimated Cost of the Project

Fixed Unit Costs

Stage I

2,025 feet of non-core drilling	@ $0.75/ft.	$1,518.75
36 chemical sample analyses	@ $3.50/sample	126.00
Estimated Total Cost of Stage I		$1,644.75

Stage II

4,925 feet of non-core drilling	@ $0.75/ft.	$3,693.75
86 chemical sample analyses	@ $3.50/sample	301.00

Estimated Total Cost of Stage II	$3,994.75
Estimated Total Cost of the Project (rounded)	$5,640.00
Government Participation @ 79%	$4,500.00

Government's Copy

MF-200A
(Rev. April 1956)

RECEIVED NOV 29 1956 D.M.E.A.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT
(Short Form)

DMEA No.	*Commodity*	*Contract No. Idm–E*	*County*	*State*
4026	Uranium	1021	Converse	Wyoming

It is agreed OCT 18 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Harlan D. Fowler

whose mailing address is 1006 Corey Street
Longmont, Colorado
hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) This contract is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF–200A), the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before ....., and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within three months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $ 5,640.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $ 4,230.00, in accordance with the provisions of Articles 4 and 5.

(c) The Operator shall not transfer or assign this contract or any right or obligation thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Royalty claims of Loma Uranium Corporation, Richard L. Peterson, Richard H. McCormick, John Fryback, and John R. Morton

(b) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached, as follows: Subordination Agreement of above royalty claimants.

(c) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing

in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after certification of discovery or development, to inspect production operations and underground workings. The Operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(a) Operator's records.—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records, or accounts.

ARTICLE 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer or as surety if the Operator is not the producer (for example, if the Operator either transfers or fails to retain his interest in the land), shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling, assaying, or transportation performed or paid by the Operator or by anyone other than the buyer are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent) after the lapse of six months from the date the ore was extracted from the ground remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

(For instance: the royalty on an amount of five dollars ($5.00) per ton would be one and one-half (1½) percent; on an amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this Article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 7. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *Notices to be given by the Government* may be delivered to the Operator or may be sent by registered mail addressed to the Operator at the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 10. *Changes and added provisions.*—

.....

.....

.....

.....

.....

.....

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

HARLAN D. FOWLER
(Operator)

By C. Mittendorf
Administrator, Defense Minerals
Exploration Administration

By .....

.....

I, ..., certify that I am the ..... secretary of the corporation named as Operator herein; that ....., who signed this contract on behalf of the Operator, was then ..... of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

RECEIVED
NOV 29 1956
D.M.E.A.

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
DOCKET NO. DMEA-4026

ANNEX I

The land referred to in Article 2 of the Contract is owned by the Operator and consists of 11 unpatented lode mining claims situated in sec. 1, T. 35 N., R. 72 W., 6th P.M., Converse County, Wyoming.

The claims are shown on the map entitled "Figure 2 - Geologic Map and Location of Proposed Stage I Holes, Harlan D. Fowler, Box Claims, Converse County, Wyo. DMEA 4026," attached hereto and made a part hereof. The Notices of Location of the claims are recorded in the Office of the County Recorder of Converse County, Wyoming, as folows:

Claim	Original		Amended		Amended	
	Book	Page	Book	Page	Book	Page
Box No. 1	256	331	270	505	271	15
Box No. 2	256	332	270	506	271	16
Box No. 3	256	333	270	507	271	17
Box No. 4	256	334	270	508	271	18
Box No. 5	256	335	270	509	271	19
Box No. 6	256	336	270	510	271	20
Box No. 7	256	337	270	511	271	21
Box No. 8	256	338	270	512	271	22
Box No. 9	256	339	270	513	271	23
Box No. 10	256	340	270	514	271	24
Box No. 11	256	341	270	515	271	25

RECEIVED
JUN 1 1 1956

MF-201
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E 1021
Contract Date OCT 1 8 1956

SUBORDINATION AGREEMENT

To the United States of America:

Referring to that certain land in the County of Converse, State of Wyoming, described as follows:1/

Box Claims Nos. 1 to 11 inclusive, located in sec. 1, T. 35 N., R. 72 W., Converse County, Wyoming

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Subordinates whatever right, claim, lien or encumbrance the undersigned may have in or against the land to whatever interests, equities, and rights the Government may acquire under the contract (a) with respect to purchased property in or upon the land to the cost of which it has contributed, including the right to dismantle, sever, and remove it from the land; and (b) with respect to a percentage royalty on production from the land and a lien to secure the payment thereof; and

2. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Subordination Agreement; and (b) to give advance notice of this Subordination Agreement to any transferee of the right, claim, lien, or encumbrance hereby subordinated; and

3. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Subordination Agreement shall extend and apply thereto.

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

(OVER)

Dated this 17th day of June, 1956

4% Richard L. Pitman [Seal] 5% LOMA URANIUM ~~COMPANY~~ Corporation,

½% Richard H. McCormick [Seal] By x R M Wilson
Vice-President.

½% John Fujfak [Seal]
John R Mugston

5%

I, _____, certify that I am the _____, (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

x _____
[Corporate Seal]

I, John R. Moran certify that I am the Secretary, (Secretary, etc) of the corporation named herein; that RM Wilson who signed this agreement was then Vice president (President or Vice President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

John R. Moran Secretary of Loma Uranium Corp.
(Corporate Seal)

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
DOCKET NO. DMEA-4026
EXHIBIT A
Description of the Work

General Provisions

The work consists of exploration by non-core drilling to test the sandstone lenses of the Wasatch formation of Eocene age. The location of the work is indicated on the map (Figure 2) referred to in Annex I.

Three separate sandstone lenses exposed on the property contain zones of color change from buff or gray to red, which are considered favorable for uranium deposition. The stratigraphic interval between the top of the upper lens and the bottom of the lower lens is approximately 125 feet; hence, drill holes designed to explore all three lenses are expected to be approximately of that depth.

Drill holes shall have a diameter that will permit easy probing. Drill cuttings shall be collected with a Duclone sample collector or equivalent unit. Samples shall be taken at $2\frac{1}{2}$-foot intervals except in mineralized zones where the interval shall be reduced to 1 foot. Samples shall be checked for radioactivity and those indicating significant mineralization shall be analyzed chemically for uranium. A portion of all samples taken shall be properly labeled and stored for inspection and disposition by the Government.

All drill holes shall be logged geologically and probed radiometrically, and the record of such logging and probing, together with certified copies of all assay certificates, shall be submitted with the Operator's monthly progress reports.

No payment shall be made for uncompleted holes.

The project shall be supervised at all times by a competent engineer or geologist.

The location, direction, inclination, and extent of all project work are subject to the approval of the Government.

The work shall be divided into two stages as hereinafter described. The Operator shall complete Stage I and shall perform as much of the work under Stage II as the Government approves in writing in advance.

Stage I

Drill 18 holes, numbered 1 through 18, on a 200-foot grid at the positions indicated on the map (Figure 2), for a total footage of

approximately 2,025 feet, provided, however, that where any holes have been completed prior to the drilling authorized under this Contract, no hole shall be drilled at or near such point, and the total number of holes authorized under this Stage I shall be reduced accordingly. Holes 1 through 15 shall be drilled through all three sandstone lenses to explore for ore bodies that may occur in them, and it is expected that the average depth of these 15 holes will be 125 feet. Holes 16, 17, and 18 shall be drilled through the middle sandstone lense only and are expected to average 50 feet in depth. In the event that more than 2,025 feet of drilling are required to reach the desired horizons in the holes authorized in this Stage I, additional footage and funds required to reach those horizons in those holes, may, upon the written approval of the Government, be transferred from Stage II to Stage I, and an equivalent amount of footage and funds deducted from Stage II. Not more than 36 samples shall be analyzed chemically.

Stage II

Drill not more than 37 holes, approximately 125 feet deep and aggregating not more than 4,625 feet, in the general vicinity of the holes numbered 1 through 15 of Stage I, and drill not more than 6 holes, approximately 50 feet deep and aggregating not more than 300 feet, in the general vicinity of holes 16, 17, and 18 of Stage I. These holes shall be used to offset previously drilled holes that show significant mineralization or to delineate or extend favorable ground found in Stage I drilling. Holes drilled for delineation or extension of favorable ground shall be drilled at least 100 feet from any previously drilled hole. Holes drilled as offsets to mineralized holes shall be drilled at least 50 feet from any previously drilled hole. Not more than 86 samples shall be analyzed chemically.

Estimated Cost of the Project

Fixed Unit Costs

Stage I

2,025	feet of non-core drilling	@ $0.75/ft.	$1,518.75
36	chemical sample analyses	@ $3.50/sample	126.00
	Estimated Total Cost of Stage I		$1,644.75

Stage II

4,925	feet of non-core drilling	@ $0.75/ft.	$3,693.75
86	chemical sample analyses	@ $3.50/sample	301.00

Estimated Total Cost of Stage II	$3,994.75
Estimated Total Cost of the Project (rounded)	$5,640.00
Government Participation @ 75%	$4,230.00

Docket Copy

MF-200A
(Rev. April 1956)

RECEIVED NOV 23 1956 D.M.E.A.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT
(Short Form)

DMEA No.	*Commodity*	*Contract No. Idm–E*	*County*	*State*
4026	Uranium	1021	Converse	Wyoming

It is agreed OCT 1 3 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Harlan D. Fowler

whose mailing address is 1006 Corey Street
Longmont, Colorado
hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) This contract is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF–200A), the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before ....., and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within three months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $5,640.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $4,230.00, in accordance with the provisions of Articles 4 and 5.

(c) The Operator shall not transfer or assign this contract or any right or obligation thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Royalty claims of Loma Uranium Corporation, Richard L. Peterson, Richard H. McCormick, John Fryback, and John R. Norton

(b) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached, as follows: Subordination Agreement of above royalty claimants.

(c) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing

in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after certification of discovery or development, to inspect production operations and underground workings. The Operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(a) Operator's records.—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records, or accounts.

ARTICLE 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer or as surety if the Operator is not the producer (for example, if the Operator either transfers or fails to retain his interest in the land), shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling, assaying, or transportation performed or paid by the Operator or by anyone other than the buyer are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent) after the lapse of six months from the date the ore was extracted from the ground remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

(For instance: the royalty on an amount of five dollars ($5.00) per ton would be one and one-half (1½) percent; on an amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this Article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 7. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *Notices to be given by the Government* may be delivered to the Operator or may be sent by registered mail addressed to the Operator at the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 10. *Changes and added provisions.*—

.....

.....

.....

.....

.....

.....

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

HARLAN D. FOWLER
(Operator)

By C D Mitteudorf
Administrator, Defense Minerals
Exploration Administration

By .....

.....

I, ..., certify that I am the ..... secretary of the corporation named as Operator herein; that ....., who signed this contract on behalf of the Operator, was then ..... of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

10/11/56

"Appr. Sol. Off."

Ching
Ellis
Chambliss
Selfridge

RECEIVED
NOV 29 1956
D.M.E.A.

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
DOCKET NO. DMEA-4026

ANNEX I

The land referred to in Article 2 of the Contract is owned by the Operator and consists of 11 unpatented lode mining claims situated in sec. 1, T. 35 N., R. 72 W., 6th P.M., Converse County, Wyoming.

The claims are shown on the map entitled "Figure 2 - Geologic Map and Location of Proposed Stage I Holes, Harlan D. Fowler, Box Claims, Converse County, Wyo. DMEA 4026," attached hereto and made a part hereof. The Notices of Location of the claims are recorded in the Office of the County Recorder of Converse County, Wyoming, as folows:

Claim	Original Book	Original Page	Amended Book	Amended Page	Amended Book	Amended Page
Box No. 1	256	331	270	505	271	15
Box No. 2	256	332	270	506	271	16
Box No. 3	256	333	270	507	271	17
Box No. 4	256	334	270	508	271	18
Box No. 5	256	335	270	509	271	19
Box No. 6	256	336	270	510	271	20
Box No. 7	256	337	270	511	271	21
Box No. 8	256	338	270	512	271	22
Box No. 9	256	339	270	513	271	23
Box No. 10	256	340	270	514	271	24
Box No. 11	256	341	270	515	271	25

RECEIVED
JUN 11 1956

MF-201
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E 1021
Contract Date OCT 18 1956

SUBORDINATION AGREEMENT

To the United States of America:

Referring to that certain land in the County of Converse, State of Wyoming, described as follows:1/

Box Claims Nos. 1 to 11 inclusive, located in sec. 1, T. 35 N., R. 72 W., Converse County, Wyoming

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government," in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Subordinates whatever right, claim, lien or encumbrance the undersigned may have in or against the land to whatever interests, equities, and rights the Government may acquire under the contract (a) with respect to purchased property in or upon the land to the cost of which it has contributed, including the right to dismantle, sever, and remove it from the land; and (b) with respect to a percentage royalty on production from the land and a lien to secure the payment thereof: and

2. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Subordination Agreement; and (b) to give advance notice of this Subordination Agreement to any transferee of the right, claim, lien, or encumbrance hereby subordinated; and

3. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Subordination Agreement shall extend and apply thereto.

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

(OVER)

Dated this 7th day of June, 1956.

Richard L Pitman [Seal] LOMA URANIUM ~~COMPANY~~ Corporation,

Richard H. McCormick [Seal] By R M Wilson
Vice-President.

John Frytock [Seal]
John R. Thurston

I, _____, certify that I am the _____, (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

X _____
[Corporate Seal]

I, John R. Moran certify that I am the Secretary (Secretary, etc) of the corporation named herein; that R. M. Wilson who signed this agreement was then Vice President (President or Vice President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

John R. Moran Secretary of
(Corporate Seal) Loma Uranium Corp.,

RECEIVED
NOV 29 1956
DMEA

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
DOCKET NO. DMEA-4026
EXHIBIT A
Description of the Work

General Provisions

The work consists of exploration by non-core drilling to test the sandstone lenses of the Wasatch formation of Eocene age. The location of the work is indicated on the map (Figure 2) referred to in Annex I.

Three separate sandstone lenses exposed on the property contain zones of color change from buff or gray to red, which are considered favorable for uranium deposition. The stratigraphic interval between the top of the upper lens and the bottom of the lower lens is approximately 125 feet; hence, drill holes designed to explore all three lenses are expected to be approximately of that depth.

Drill holes shall have a diameter that will permit easy probing. Drill cuttings shall be collected with a Duclone sample collector or equivalent unit. Samples shall be taken at 2½-foot intervals except in mineralized zones where the interval shall be reduced to 1 foot. Samples shall be checked for radioactivity and those indicating significant mineralization shall be analyzed chemically for uranium. A portion of all samples taken shall be properly labeled and stored for inspection and disposition by the Government.

All drill holes shall be logged geologically and probed radiometrically, and the record of such logging and probing, together with certified copies of all assay certificates, shall be submitted with the Operator's monthly progress reports.

No payment shall be made for uncompleted holes.

The project shall be supervised at all times by a competent engineer or geologist.

The location, direction, inclination, and extent of all project work are subject to the approval of the Government.

The work shall be divided into two stages as hereinafter described. The Operator shall complete Stage I and shall perform as much of the work under Stage II as the Government approves in writing in advance.

Stage I

Drill 18 holes, numbered 1 through 18, on a 200-foot grid at the positions indicated on the map (Figure 2), for a total footage of

approximately 2,025 feet, provided, however, that where any holes have been completed prior to the drilling authorized under this Contract, no hole shall be drilled at or near such point, and the total number of holes authorized under this Stage I shall be reduced accordingly. Holes 1 through 15 shall be drilled through all three sandstone lenses to explore for ore bodies that may occur in them, and it is expected that the average depth of these 15 holes will be 125 feet. Holes 16, 17, and 18 shall be drilled through the middle sandstone lense only and are expected to average 50 feet in depth. In the event that more than 2,025 feet of drilling are required to reach the desired horizons in the holes authorized in this Stage I, additional footage and funds required to reach those horizons in those holes, may, upon the written approval of the Government, be transferred from Stage II to Stage I, and an equivalent amount of footage and funds deducted from Stage II. Not more than 36 samples shall be analyzed chemically.

Stage II

Drill not more than 37 holes, approximately 125 feet deep and aggregating not more than 4,625 feet, in the general vicinity of the holes numbered 1 through 15 of Stage I, and drill not more than 6 holes, approximately 50 feet deep and aggregating not more than 300 feet, in the general vicinity of holes 16, 17, and 18 of Stage I. These holes shall be used to offset previously drilled holes that show significant mineralization or to delimate or extend favorable ground found in Stage I drilling. Holes drilled for delineation or extension of favorable ground shall be drilled at least 100 feet from any previously drilled hole. Holes drilled as offsets to mineralized holes shall be drilled at least 50 feet from any previously drilled hole. Not more than 86 samples shall be analyzed chemically.

Estimated Cost of the Project

Fixed Unit Costs

Stage I

2,025 feet of non-core drilling	@ $0.75/ft.	$1,518.75	
36 chemical sample analyses	@ $3.50/sample	126.00	
Estimated Total Cost of Stage I			$1,644.75

Stage II

4,925 feet of non-core drilling	@ $0.75/ft.	$3,693.75
86 chemical sample analyses	@ $3.50/sample	301.00

Estimated Total Cost of Stage II	$3,994.75
Estimated Total Cost of the Project (rounded)	$5,640.00
Government Participation @ 75%	$4,230.00

Division Copy

MF-200A
(Rev. April 1956)

RECEIVED NOV 29 1956 D.M.E.A.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT
(Short Form)

DMEA No.	*Commodity*	*Contract No. Idm–E*	*County*	*State*
4026	Uranium	1021	Converse	Wyoming

It is agreed OCT 1 3 1956, between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Harlan D. Fowler

whose mailing address is 1006 Corey Street
Longmont, Colorado
hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) This contract is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF–200A), the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before ....., and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within three months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $ 5,640.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $ 4,230.00, in accordance with the provisions of Articles 4 and 5.

(c) The Operator shall not transfer or assign this contract or any right or obligation thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Royalty claims of Loma Uranium Corporation, Richard L. Peterson, Richard H. McCormick, John Fryback, and John R. Morton

(b) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached, as follows: Subordination Agreement of above royalty claimants.

(c) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing

in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after certification of discovery or development, to inspect production operations and underground workings. The Operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(a) Operator's records.—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records, or accounts.

ARTICLE 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer or as surety if the Operator is not the producer (for example, if the Operator either transfers or fails to retain his interest in the land), shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling, assaying, or transportation performed or paid by the Operator or by anyone other than the buyer are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent) after the lapse of six months from the date the ore was extracted from the ground remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

(For instance: the royalty on an amount of five dollars ($5.00) per ton would be one and one-half (1½) percent; on an amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this Article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 7. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *Notices to be given by the Government* may be delivered to the Operator or may be sent by registered mail addressed to the Operator at the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 10. *Changes and added provisions.*—

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

HARLAN D. FOWLER
(Operator)

By C. J. Mittendorf
Administrator, Defense Minerals
Exploration Administration

By .....

.....

I, ..., certify that I am the ..... secretary of the corporation named as Operator herein; that ....., who signed this contract on behalf of the Operator, was then ..... of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

Indrtg 10/11/56
Lewis
"Appd. Sol. Off."
Ching
Ellis
Chambers
Selfridge

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
[redacted]O. DMEA-4026

ANNEX I

The land referred to in Article 2 of the Contract is owned by the Operator and consists of 11 unpatented lode mining claims situated in sec. 1, T. 35 N., R. 72 W., 6th P.M., Converse County, Wyoming.

The claims are shown on the map entitled "Figure 2 - Geologic Map and Location of Proposed Stage I Holes, Harlan D. Fowler, Box Claims, Converse County, Wyo. DMEA 4026," attached hereto and made a part hereof. The Notices of Location of the claims are recorded in the Office of the County Recorder of Converse County, Wyoming, as folows:

Claim	Original Book	Original Page	Amended Book	Amended Page	Amended Book	Amended Page
Box No. 1	256	331	270	505	271	15
Box No. 2	256	332	270	506	271	16
Box No. 3	256	333	270	507	271	17
Box No. 4	256	334	270	508	271	18
Box No. 5	256	335	270	509	271	19
Box No. 6	256	336	270	510	271	20
Box No. 7	256	337	270	511	271	21
Box No. 8	256	338	270	512	271	22
Box No. 9	256	339	270	513	271	23
Box No. 10	256	340	270	514	271	24
Box No. 11	256	341	270	515	271	25

RECEIVED
JUN 1 1 1956

MF-201
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator
Docket No. DMEA-
Contract No. Idm-E 1021
Contract Date OCT 1 8 1956

SUBORDINATION AGREEMENT

To the United States of America:

Referring to that certain land in the County of Converse, State of Wyoming, described as follows:1/

Box Claims Nos. 1 to 11 inclusive, located in sec. 1, T. 35 N., R. 72 W., Converse County, Wyoming

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Subordinates whatever right, claim, lien or encumbrance the undersigned may have in or against the land to whatever interests, equities, and rights the Government may acquire under the contract (a) with respect to purchased property in or upon the land to the cost of which it has contributed, including the right to dismantle, sever, and remove it from the land; and (b) with respect to a percentage royalty on production from the land and a lien to secure the payment thereof; and

2. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Subordination Agreement; and (b) to give advance notice of this Subordination Agreement to any transferee of the right, claim, lien, or encumbrance hereby subordinated; and

3. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Subordination Agreement shall extend and apply thereto.

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

(OVER)

Dated this 7th day of June, 1956.

Richard L Pitkin [Seal] LOMA URANIUM ~~COMPANY~~ Corporation,

Richard H McCormick [Seal] By X R M Wilson
Vice-President.

John Tufts [Seal]
John R Tufts

I, _____, certify that I am the _____, (Secretary, etc.) of the corporation named herein; that _____ who signed this agreement was then _____ (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

X _____

[Corporate Seal]

I, John R. Moran certify that I am the Secretary (Secretary, etc.) of the corporation named herein; that R M Wilson who signed the agreement on the Vice president (President or Vice-President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

John R. Moran Secretary of Loma Uranium Corp.

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
DOCKET NO. DMEA-4026
EXHIBIT A
Description of the Work

General Provisions

The work consists of exploration by non-core drilling to test the sandstone lenses of the Wasatch formation of Eocene age. The location of the work is indicated on the map (Figure 2) referred to in Annex I.

Three separate sandstone lenses exposed on the property contain zones of color change from buff or gray to red, which are considered favorable for uranium deposition. The stratigraphic interval between the top of the upper lens and the bottom of the lower lens is approximately 125 feet; hence, drill holes designed to explore all three lenses are expected to be approximately of that depth.

Drill holes shall have a diameter that will permit easy probing. Drill cuttings shall be collected with a Duclone sample collector or equivalent unit. Samples shall be taken at 2½-foot intervals except in mineralized zones where the interval shall be reduced to 1 foot. Samples shall be checked for radioactivity and those indicating significant mineralization shall be analyzed chemically for uranium. A portion of all samples taken shall be properly labeled and stored for inspection and disposition by the Government.

All drill holes shall be logged geologically and probed radiometrically, and the record of such logging and probing, together with certified copies of all assay certificates, shall be submitted with the Operator's monthly progress reports.

No payment shall be made for uncompleted holes.

The project shall be supervised at all times by a competent engineer or geologist.

The location, direction, inclination, and extent of all project work are subject to the approval of the Government.

The work shall be divided into two stages as hereinafter described. The Operator shall complete Stage I and shall perform as much of the work under Stage II as the Government approves in writing in advance.

Stage I

Drill 18 holes, numbered 1 through 18, on a 200-foot grid at the positions indicated on the map (Figure 2), for a total footage of

approximately 2,025 feet, provided, however, that where any holes have been completed prior to the drilling authorized under this Contract, no hole shall be drilled at or near such point, and the total number of holes authorized under this Stage I shall be reduced accordingly. Holes 1 through 15 shall be drilled through all three sandstone lenses to explore for ore bodies that may occur in them, and it is expected that the average depth of these 15 holes will be 125 feet. Holes 16, 17, and 18 shall be drilled through the middle sandstone lense only and are expected to average 50 feet in depth. In the event that more than 2,025 feet of drilling are required to reach the desired horizons in the holes authorized in this Stage I, additional footage and funds required to reach those horizons in those holes, may, upon the written approval of the Government, be transferred from Stage II to Stage I, and an equivalent amount of footage and funds deducted from Stage II. Not more than 36 samples shall be analyzed chemically.

Stage II

Drill not more than 37 holes, approximately 125 feet deep and aggregating not more than 4,625 feet, in the general vicinity of the holes numbered 1 through 15 of Stage I, and drill not more than 6 holes, approximately 50 feet deep and aggregating not more than 300 feet, in the general vicinity of holes 16, 17, and 18 of Stage I. These holes shall be used to offset previously drilled holes that show significant mineralization or to delineate or extend favorable ground found in Stage I drilling. Holes drilled for delineation or extension of favorable ground shall be drilled at least 100 feet from any previously drilled hole. Holes drilled as offsets to mineralized holes shall be drilled at least 50 feet from any previously drilled hole. Not more than 86 samples shall be analyzed chemically.

Estimated Cost of the Project

Fixed Unit Costs

Stage I

2,025 feet of non-core drilling	@ $0.75/ft.	$1,518.75	
36 chemical sample analyses	@ $3.50/sample	126.00	
Estimated Total Cost of Stage I			$1,644.75

Stage II

4,925 feet of non-core drilling	@ $0.75/ft.	$3,693.75
86 chemical sample analyses	@ $3.50/sample	301.00

Estimated Total Cost of Stage II	$3,994.75
Estimated Total Cost of the Project (rounded)	$5,640.00
Government Participation @ 75%	$4,230.00

700

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

FILE COPY
Surname: Ching

DEC - 6 1956

Mr. Harlan D. Fowler
1006 Corey Street
Longmont, Colorado

Re: Docket No. DMEA-4026 (Uranium)
Box Claims
Converse County, Wyoming

Dear Mr. Fowler:

Your letter of November 25, 1956, addressed to our Mr. Traver at Denver, advising that the subject claims have been sold, and returning the unsigned exploration contract, has been forwarded to this office.

Accordingly, we are considering your application as having been withdrawn as of November 25, 1956, and are closing our records on this case.

Sincerely yours,

C. O. Mittendorf

Administrator

MChing/izm 12-4-56
cc to: Docket
Code 700- Mr. Ching
Admr.'s Reading File
DMEA Field Team, Reg. III (2)
Messrs. JECrawford, Rm. 3643
THKilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

R.C.B.

11/29/56

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED NOV 29 1956 D.M.E.A.

224 New Customhouse
Denver 2, Colorado

November 27, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket No. DMEA 4026 (Uranium), Harlan D. Fowler (Box claims), Converse County, Wyoming - Proposed Exploration Project Contract No. Idm-E1021

Enclosed are the Government's, Division, Docket, Operator's, Finance Office, and Field Team copies of proposed Exploration Project Contract No. Idm-E1021, which were forwarded by your letter of October 18, 1956 for signature by the Applicant.

Also enclosed are the original and two copies of the Applicant's letter of November 25, 1956 whereby he returned all copies of the Contract and advised that the Contract would not be executed, as he had disposed of the property involved.

All copies of the Contract that had been signed by the Administrator are returned herewith for your disposition.

W. M. Traver

W. M. Traver

Enclosures

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED
NOV 29 1956
D.M.E.A.

224 New Customhouse
Denver 2, Colorado

November 27, 1956

Memorandum

To: Chairman, Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket No. DMEA 4026 (Uranium), Harlan D. Fowler (Box claims), Converse County, Wyoming - Proposed Exploration Project Contract No. Idm-E1021

Enclosed are the Government's, Division, Docket, Operator's, Finance Office, and Field Team copies of proposed Exploration Project Contract No. Idm-E1021, which were forwarded by your letter of October 18, 1956 for signature by the Applicant.

Also enclosed are the original and two copies of the Applicant's letter of November 25, 1956 whereby he returned all copies of the Contract and advised that the Contract would not be executed, as he had disposed of the property involved.

All copies of the Contract that had been signed by the Administrator are returned herewith for your disposition.

Original signed by
W. M. TRAVER

W. M. Traver

Enclosures

1006 Coney Street,
Longmont, Colorado,
November 25, 1956.

DMEA
DEPARTMENT OF THE INTERIOR
NOV 26 1956
REGION III
DENVER, COLORADO

United States Department of the Interior
Defense Minerals Exploration Administration,
224 New Customhouse Building,
Denver 2, Colorado.

Re: Docket No. DMEA 4026 U308
Box Claims, Converse Co. Wyo.
Proposed Exploration Project
Contract No. Idm-E1021

Dear Mr. Traver:

As intimated in my letter to you of the 3rd. instant a number of applications had been received concerning the operation or sale of theBox Claims.

On November 10th an agreement was reached for the sale of these claims and on the 21st I received a certified check which ensured the closure of the deal.

I endeavored to interest the buyer in taking over the DMEA contract but after due consideration they decided not to apply for it. The reason appeared to be the size of the contract was so small that it did not justify the time and care involved in reporting to the DMEA. In view of this I am returning herewith the unsigned contract.

I wish to thank you and the Washington office for granting the extended time in which to take up the contract, and for the trouble in preparing the map and description of operation.

Sincerely,

Harlan D. Fowler

Harlan D. Fowler

1006 Corey Street,
Longmont, Colorado,
November 25, 1956.

DMEA
DEPARTMENT OF THE INTERIOR
NOV 26 1956
REGION III
DENVER, COLORADO

United States Department of the Interior
Defense Minerals Exploration Administration,
224 New Customhouse Building,
Denver 2, Colorado.

RECEIVED
NOV 29 1956
D.M.E.A.

Re: Docket No. DMEA 4026 U308
Box Claims, Converse Co. Wyo.
Proposed Exploration Project
Contract No. Idm-E1021

Dear Mr. Traver:

As intimated in my letter to you of the 3rd. instant a number of applications had been received concerning the operation or sale of the Box Claims.

On November 10th an agreement was reached for the sale of these claims and on the 21st I received a certified check which ensured the closure of the deal.

I endeavored to interest the buyer in taking over the DMEA contract but after due consideration they decided not to apply for it. The reason appeared to be the size of the contract was so small that it did not justify the time and care involved in reporting to the DMEA. In view of this I am returning herewith the unsigned contract.

I wish to thank you and the Washington office for granting the extended time in which to take up the contract, and for the trouble in preparing the map and description of operation.

Sincerely,

Harlan D. Fowler

Harlan D. Fowler

1006 [illegible]orey Street,
Longmont, Colorado,
November 25, 1956.

DMEA
DEPARTMENT OF THE INTERIOR
NOV 26 1956
REGION III
DENVER, COLORADO

United States Department of the Interior
Defense Minerals Exploration Administration,
224 New Customhouse Building,
Denver 2, Colorado.

RECEIVED
NOV 29 1956
D.M.E.A.

Re: Docket No. DMEA 4026 U308
Box Claims, Converse Co. Wyo.
Proposed Exploration Project
Contract No. Idm-E1021

Dear Mr. Travers:

As intimated in my letter to you of the 3rd. instant a number of applications had been received concerning the operation or sale of the Box Claims.

On November 10th an agreement was reached for the sale of these claims and on the 21st I received a certified check which ensured the closure of the deal.

I endeavored to interest the buyer in taking over the DMEA contract but after due consideration they decided not to apply for it. The reason appeared to be the size of the contract was so small that it did not justify the time and care involved in reporting to the DMEA. In view of this I am returning herewith the unsigned contract.

I wish to thank you and the Washington office for granting the extended time in which to take up the contract, and for the trouble in preparing the map and description of operation.

Sincerely,

Harlan D. Fowler

Harlan D. Fowler

~~Chang~~ 11-8-56

1006 Corey Street,
Longmont, Colorado,
November 3,1956

DMEA
DEPARTMENT OF THE INTERIOR
NOV 5 1956
REGION III
DENVER, COLORADO

United States Department of the Interior,
Defense Minerals Exploration Administration,
224 New Customhouse Building,
Denver 2,Colorado.

Re:Docket No. DMEA 4026 (Uranium)
Box Claims,Converse Co.,Wyoming.
Proposed Exploration Project
Contract No. Idm-E1021

Dear Mr.Traver:

The proposed exploration contract was received by the writer while he was in New York on October 25th, and reached Longmont on the 30th. At the first opportunity the matter was taken up with you on November 1st, at which time it was explained the circumstances which limited or restricted the signing of the contract.

Within the hour after leaving your office the Excrow Agreement with Rainbow Uranium Corporation was cancelled and the Box Claims property is now restored in my name, and therefore free to negotiate with prospective operators to take over the Box Claims and exercise the DMEA contract.

As the result of prior advertisements in the Mining Record half a dozen applications have been received and all of them came from Wyoming and other northern states. Due to the recent snow storm Highways into that area were rendered impassable, and prevented the writer from driving north to contact these prospects. Several more days will transpire before access into Wyoming will be available,but forecast indicates another storm on the way. However, every effort will be made to interview the parties and consummate an operating agreement so that the DMEA proposed contract may be taken up as quickly as possible.

Although it was agreed that if this is not done by November 19th that I would return the contract for cancellation by your department. In view of the circumstances holding up the interviews I would appreciate an extension of this date to November 26th at the latest.

As soon as feasible I will proceed to Douglas,Wyoming, and attempt to close some kind of a deal.

Very truly yours,

Harlan D. Fowler

Harlan D.Fowler.

11/6/56
Copies sent to
Chairman (2)
Harshman
Shaw
Townsend.

10/24/56

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED OCT 24 1956

224 New Customhouse
Denver 2, Colorado

CERTIFIED MAIL

October 22, 1956

Mr. Harlan D. Fowler
1006 Corey Street
Longmont, Colorado

Re: Docket No. DMEA 4026 (Uranium)
Harlan D. Fowler
(Box claims)
Converse County, Wyoming;
Proposed Exploration Project
Contract No. Idm-E1021

Dear Mr. Fowler:

Enclosed are the Government's, Division, Docket, Finance Office, and Field Team copies of proposed Exploration Project Contract No. Idm-E1021, which has been prepared pursuant to your application for Government assistance in exploration work under the Defense Minerals Exploration Administration program.

If the contract is satisfactory, all copies are to be signed by you as indicated and all copies promptly returned to this office.

Upon return of the properly executed copies of the contract, the "Operator's Copy" will be forwarded to you, together with forms and instructions relative to reporting on the work performed under the contract.

When the signed copies of the contract are returned, please advise the date on or before which work will be commenced, for our insertion under Article 1 of the contract form.

Your attention is especially directed to two provisions in the contract:

1. The contract requires completion of the exploration work by the date or within the period fixed therefor. Approval must be obtained for any

appreciable work stoppage which may result in failure to complete the work by the date or within the time fixed.

2. Royalty is due the Government on all production from the land described in the contract, beginning on the date of the contract.

In the event the contract is not satisfactory to you, all copies are to be returned promptly to this office, together with your comments on or objections to the contract.

Very truly yours,

W. M. TRAVER

W. M. Traver
Executive Officer, DMRA
Field Team, Region III

Enclosures

JWT:prl

cc: Chairman, Op. Comm. (2)
Harshman
Shaw
Townsend
Docket
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED
OCT 24 1956

224 New Customhouse
Denver 2, Colorado

CERTIFIED MAIL

October 22, 1956

Mr. Harlan D. Fowler
1006 Corey Street
Longmont, Colorado

Re: Docket No. DMEA 4026 (Uranium)
Harlan D. Fowler
(Box claims)
Converse County, Wyoming;
Proposed Exploration Project
Contract No. Idm-E1021

Dear Mr. Fowler:

Enclosed are the Government's, Division, Docket, Finance Office, and Field Team copies of proposed Exploration Project Contract No. Idm-E1021, which has been prepared pursuant to your application for Government assistance in exploration work under the Defense Minerals Exploration Administration program.

If the contract is satisfactory, all copies are to be signed by you as indicated and all copies promptly returned to this office.

Upon return of the properly executed copies of the contract, the "Operator's Copy" will be forwarded to you, together with forms and instructions relative to reporting on the work performed under the contract.

When the signed copies of the contract are returned, please advise the date on or before which work will be commenced, for our insertion under Article 1 of the contract form.

Your attention is especially directed to two provisions in the contract:

1. The contract requires completion of the exploration work by the date or within the period fixed therefor. Approval must be obtained for any

appreciable work stoppage which may result in failure to complete the work by the date or within the time fixed.

2. Royalty is due the Government on all production from the land described in the contract, beginning on the date of the contract.

In the event the contract is not satisfactory to you, all copies are to be returned promptly to this office, together with your comments on or objections to the contract.

Very truly yours,

W. M. TRAVER

W. M. Traver
Executive Officer, DMEA
Field Team, Region III

Enclosures

JWT:prl

cc: Chairman, Op. Comm. (2)
Harshman
Shaw
Townsend
Docket
Chron.

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

OCT 18 1956

Mr. W. M. Traver
Executive Officer
DMEA Field Team, Region III
224 New Customhouse Building
Denver 2, Colorado

Re: Docket No. DMEA-4026 (Uranium)
Harlan D. Fowler
Box Claims
Converse County, Wyoming

Dear Mr. Traver:

Enclosed are the original and five copies of a proposed short-form contract between the Government and Harlan D. Fowler, signed by the Administrator. The contract consists of Form NF-200A; Annex I (one page); one Subordination Agreement; Exhibit "A," (three pages); and map (Figure 2). Also enclosed are two extra copies each of Annex I, Exhibit "A," and map (Figure 2) for the use of the Field Team.

If you and the Operator find the contract satisfactory, it is ready for the signature of the Operator, provided that a suitable final starting date is inserted under Article 1.

The program and costs recommended by the field examiners have been incorporated into the contract without change with the exception that the unit cost for chemical analysis for uranium was reduced from $5.00 to $3.50 in accordance with the lowest rate available to the subject area.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (GCS)

Enclosures

MChing/izm 10-15-56
cc to: Docket
Code 700
Mr. Ching
Admr.'s Reading File
Operating Committee
Messrs. JECrawford, Rm. 3643
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

APPROVED:

P. F. Yopes (GCS)
Member, Bureau of Mines

Thor H. Kiilsgaard (GCS)
Member, Geological Survey

R.C.L.

Surname copy

700

Ching
Selfridge
Mortenson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

OCT - 5 1956

Mr. W. M. Traver
Executive Officer
DMEA Field Team, Region III
224 New Customhouse Building
Denver 2, Colorado

Re: Docket No. DMEA-4026 (Uranium)
Harlan D. Fowler
Box Claims
Converse County, Wyoming

Dear Mr. Traver:

In connection with your memorandum of September 28 regarding the present status of the subject docket, we are enclosing copies of letters, dated September 9 and September 30, 1956, from Harlan D. Fowler, which are self-explanatory.

We are in process of preparing a contract between the Government and Harlan D. Fowler as originally proposed.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (24B)

Enclosures

APPROVED:

Frank D. Lamb (24B)
Member, Bureau of Mines

Thor H. Kiilsgaard (24B)
Member, Geological Survey

MChing/gla
10-4-56
cc to: Admr.'s Reading File
Operating Committee
Docket
Messrs. JECrawford, Rm. 3643
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA
Code 700
Mr. Ching

RQD.

Surname copy

700
Ching
Ellis

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

October 4, 1956

Memorandum

To: Associate Solicitor, Division of Mineral Resources

From: Ernest Wm. Ellis, Chief
Rare and Miscellaneous Metals Division

Subject: Docket No. DMEA-4026 (Uranium)
Harlan D. Fowler
Box Claims
Converse County, Wyoming

Will you kindly prepare a short-form contract between the Government and Harlan D. Fowler in accordance with the attached draft.

Six copies of an executed Subordination Agreement and nine copies of a map (Figure 2) are attached for use with the contract.

/s/ Ernest Wm. Ellis

Ernest Wm. Ellis

MChing/gla
cc to: Docket
Code 700
Mr. Ching

DRAFT
10/4/56
MChing/gla

MF-200A
(Rev. April 1956)

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
EXPLORATION PROJECT CONTRACT
(Short Form)

DMEA No.	*Commodity*	*Contract No.* *Idm–E*	*County*	*State*
4026	Uranium	1021	Converse	Wyoming

It is agreed ....., between the United States of America, acting through the Department of the Interior, Defense Minerals Exploration Administration, hereinafter called the "Government," and Harlan D. Fowler

whose mailing address is 1006 Corey Street
Longmont, Colorado

hereinafter called the "Operator," as follows:

ARTICLE 1. *Authority and project.*—(a) This contract is entered into under the authority of the Defense Production Act of 1950, as amended. It consists of this form (MF–200A), the attached Annex I (land description), Exhibit A (work and costs), and the maps and documents listed therein. The project work is a search for indicated or undeveloped deposits of the commodity designated above. The Operator shall begin the work on or before ....., and, subject to the provisions of Article 7 and Exhibit A, shall complete the work within 3 months from the date of the contract.

(b) The description of the work and the fixed cost for each unit of work to be performed (per foot of drilling, per foot of drifting, per hour of operations, etc.) are hereby agreed upon as specified in Exhibit A. The estimated total cost of the project work is $5,640.00. The Government will contribute 75 percent of the fixed unit cost of the work performed, not exceeding $4,230.00, in accordance with the provisions of Articles 4 and 5.

(c) The Operator shall not transfer or assign this contract or any right or obligation thereunder without the written consent of the Government.

ARTICLE 2. *Operator's property rights.*—(a) The Operator represents and undertakes that Annex I correctly describes the land which is the subject of this contract and the nature of the Operator's rights of property and possession therein (whether as owner, lessee, or otherwise), and that such right, title, or interest is subject only to the following claims, liens, or encumbrances: Royalty claims of Luna Uranium Corporation, Richard L. Peterson, Richard H. McCormick, John Fryback, and John R. Morton

(b) The Subordination Agreement of the holder of any claim, lien, or encumbrance listed above and (if the Operator does not hold the legal title) the Consent to Lien of any holder of the legal title of the land (lessor, seller, optionor, etc.) are attached, as follows: Subordination Agreement of above royalty claimants.

(c) The Operator shall preserve and maintain his right, title, and interest in the land and his right to the possession thereof for the purposes of this contract, and shall devote the land and all existing improvements, facilities, buildings, installations, and appurtenances to the purposes of this contract. The Operator shall neither transfer, convey, nor surrender the land nor any right, title, or interest therein, nor permit nor suffer any claim, lien, or encumbrance thereon, without expressly referring to and providing

in the instrument of conveyance, lien, or encumbrance for the preservation of the Government's right to a percentage royalty on production and lien for the payment thereof. Two copies of such instrument shall be furnished to the Government. If the Government's rights to royalty as provided in Article 6 have been terminated, the provisions of this paragraph (c) shall become inapplicable.

ARTICLE 3. *Performance of the work.*—(a) Operator's responsibility.—The work shall be performed diligently, efficiently, expertly, in a workmanlike manner, and in accordance with good mining standards and State regulations governing health, safety, and liability insurance covering employment. The Operator shall provide suitable and adequate equipment, facilities, materials, supplies, and labor to complete the work, as specified in Article 1 (a).

(b) *Government may inspect.*—The Operator shall consult with and inform the Government on all phases of the work as it progresses. The Government may enter at all reasonable times to inspect the work under the contract, and also after certification of discovery or development, to inspect production operations and underground workings. The Operator shall provide the Government with all reasonable means of access for such inspections.

ARTICLE 4. *Contribution by the Government.*—The Government will make its contribution on the basis of the monthly vouchers referred to in Article 5 (b); but all payments by the Government are provisional only, subject to audit, and until the account between the Operator and the Government is finally audited and settled and the Operator's final report has been rendered, the Government may withhold such sums as it sees fit but not in excess of 10 percent of the estimated total cost of the work. To the extent that excesses over fixed unit costs or any excess over the estimated total cost may be necessary for the performance of the work, the Operator shall incur and pay such excesses for his own account without contribution by the Government. The Government will not contribute to the cost of any work performed prior to the date of this contract. The Government may make payments for the account of the Operator directly to independent contractors and suppliers rather than to the Operator.

ARTICLE 5. *Reports, accounts, audits.*—(a) Operator's records.—The Operator shall keep suitable records and accounts of the units of work performed and of any production in which the Government may have an interest; and shall preserve those with respect to work performed for at least three years after final payment by the Government, and those with respect to production for at least three years after any obligation to pay royalties to the Government has terminated. The Government may inspect and audit said records and accounts at any time, either by itself or by a certified public accountant. The Comptroller General of the United States or his representative, until the expiration of said three-year periods, shall have access to and the right to examine all pertinent books, documents, papers, and records of the Operator.

(b) *Progress reports and vouchers.*—The Operator shall provide the Government with five copies of monthly progress reports in three sections as follows: (1) Operator's Monthly Report and Voucher showing a detailed statement of units of work performed during the reporting period; (2) Operator's Unit Cost and Progress Report showing the various types of work performed during the reporting period and the fixed unit costs incurred for each type of work; and (3) a Narrative Report of the work performed during the reporting period including adequate engineering-geological maps or sketches, drill hole logs and locations, and assay reports on samples taken concurrently with advance in mineralized ground. (Forms for reporting under (1) and (2) above will be provided by the Government.)

(c) *Final report.*—Upon completion of the work or termination of the Government's obligation to contribute to costs, the Operator shall furnish the Government with five copies of a final report (in addition to the final progress report and voucher). This final report shall include a geological and engineering evaluation of the results of the work performed under the contract with an estimate of the ore reserves resulting from such work, complete assay data, adequate geological and engineering maps or sketches, and a summary of the work performed and the unit costs thereof.

(d) *Report of sales.*—The Operator shall provide the Government with suitable accounting and documentary evidence covering all production to which the Government's percentage royalty relates, such as copies of smelter or concentrator settlement sheets, and certified accounts of production and sale or other disposition of production.

(e) *Compliance with requirements.*—If in the opinion of the Government any of the Operator's reports, records, or accounts are insufficient or incomplete, or if the Operator fails to make them, the Government may procure the making or completion of such with suitable attachments as an expense of the work to which the Operator shall contribute. The Government may withhold approval and payment of any vouchers relating to insufficient or incomplete reports, records, or accounts.

ARTICLE 6. *Repayment by Operator.*—(a) *Certification.*—If the Government considers that a discovery or development from which production may be made has resulted from the work, the Government, at any time not later than six months after the Operator has rendered a sufficient final report (see Article 5), may so certify in writing to the Operator. Such certification shall describe broadly or indicate the nature of the discovery or development.

(b) *Royalty on production.*—The Operator, as principal if the Operator is the producer or as surety if the Operator is not the producer (for example, if the Operator either transfers or fails to retain his interest in the land), shall pay to the Government a royalty on all minerals mined or produced from the land, as follows: (1) regardless of any certification of discovery or development, from the date of the contract until the lapse of the time within which the Government may make such certification or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first; or (2) if the Government makes a certification of discovery or development, for a period of ten years from the date of the contract or until the total net amount contributed by the Government without interest is fully repaid, whichever occurs first.

(c) *Basis for computation.*—The Government's royalty shall be a percentage of the gross proceeds (including any bonuses, premiums, allowances, or other benefits) from the production sold, in the form sold (ore, concentrates, metal, or equivalent), at the point of delivery (the f. o. b. point); *except,* that charges of *the buyer* arising in the regular course of business, and shown as deductions on the buyer's settlement sheets, on account of the cost of treatment processes performed by *the buyer,* sampling and assaying to determine the value of the production sold, and freight paid by *the buyer* to a carrier (not the Operator), shall be allowed as deductions in arriving at the "gross proceeds" as that term is used herein. Any costs of treatment processes, sampling, assaying, or transportation performed or paid by the Operator or by anyone other than the buyer are not deductible in arriving at the "gross proceeds" as that term is here used. The term "treatment processes," as here used, means those processes (such as milling, concentrating, smelting, refining, or equivalent, but excluding fabricating or manufacturing) applied to the crude ore or other production after it is extracted from the ground to put it into a commercially marketable form.

(d) *Unsold production.*—If any production (ore, concentrates, metal, or equivalent) after the lapse of six months from the date the ore was extracted from the ground remains neither sold nor used by the Operator in integrated manufacturing or fabricating operations (for instance, if it is stockpiled), the Government, at its option, as long as it so remains, may require the computation and payment of its royalty on the value of such production in the form (ore, concentrates, metal, or equivalent) it is in when the Government elects to require computation and payment. If any production is used by the Operator in integrated manufacturing or fabricating operations before the Government makes its election, the Government's royalty on such production shall be computed on the value thereof in the form in which and at the time it is so used. "Value" as here used means what is or would be gross income from mining operations for percentage depletion purposes in Federal income tax determination, or the market value, whichever is greater.

(e) *Percentages of royalty.*—The percentages of the Government's royalty shall be as follows:

One and one-half (1½) percent of amounts ("gross proceeds" or "value") not in excess of eight dollars ($8.00) per ton of production in the form in which sold, held, or used, plus one-half (½) percent for each additional full fifty cents ($0.50) by which such amounts exceed eight dollars ($8.00) per ton, but not in excess of five (5) percent of such amounts.

(For instance: the royalty on an amount of five dollars ($5.00) per ton would be one and one-half (1½) percent; on an amount of ten dollars ($10.00) per ton, three and one-half (3½) percent.)

(f) *Time for computation and payment.*—The Government's royalty shall be computed and paid currently upon each lot sold, held, or used in integrated operations, as the case may be, as above provided in this Article.

(g) *Lien for payment.*—To secure the payment of its percentage royalty, there is hereby granted to the Government a lien upon the land or the Operator's interest in the land and upon any production of minerals therefrom until the royalty claim is extinguished by lapse of time or is fully paid.

(h) *Notice to purchasers.*—The Operator shall give notice of the Government's claim for royalty to any purchaser of the production, and shall authorize and direct such purchaser to pay the royalty directly to the Government and to furnish the Government with copies of the settlement sheets. If the records of any production and sales or other disposition of production, whether the production is by the Operator or by others, are not made available to the Government, the amount of the royalty may be estimated by the Administrator, Defense Minerals Exploration Administration, or his successor, and his estimate thereof shall be final and binding upon the Operator.

(i) *No obligation to produce.*—Nothing in this contract is to be construed as imposing any obligation on the Operator or the Operator's successor in interest to engage in any production operations.

(j) *Government not obligated to buy.*—Nothing in this contract shall be construed as imposing any obligation on the Government to purchase any minerals mined or produced from the land.

ARTICLE 7. *Termination of the Government's obligations.*—(a) If in the opinion of the Government operations at any time have failed to achieve anticipated results that indicate the probability of making a worthwhile discovery and in the opinion of the Government further operations are not justified, the Government may give the Operator written notice thereof, and thereupon the Government shall be free of all obligation to pay on account of units of work not then performed, and the Operator shall be free of all further obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting.

(b) If in the opinion of the Government the Operator is in any manner in default under the terms of the contract, the Government may give the Operator written notice of such default with a specification of reasonable time within which the default must be cured; and if the Operator fails to cure such default as required, thereupon the Government shall be relieved of all obligation to pay on account of units of work not performed when the notice was given, and the Operator shall be free of all obligation to prosecute the work other than such as may be necessary and incidental to winding up, reporting, and accounting. The Government may also avail itself of any other remedy the law may provide for breach of contract, including the right to rescind the contract and to demand repayment of all moneys contributed by the Government under the contract.

(c) The giving of any notice by the Government under the provisions of this Article 7 shall not affect the Government's rights as provided for in the contract with respect to a percentage royalty, and liens to secure the payment thereof, and such rights shall be fully preserved.

ARTICLE 8. *Notices to be given by the Government* may be delivered to the Operator or may be sent by registered mail addressed to the Operator at the mailing address stated in this contract. If mailed, notices are deemed to have been delivered five days after the date of mailing.

ARTICLE 9. *Officials not to benefit.*—No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 10. *Changes and added provisions.*—

.....

.....

.....

.....

.....

.....

Executed in sextuplicate the day and year first above written.

THE UNITED STATES OF AMERICA

.....
(Operator)

By .....

By .....

.....

I, ..., certify that I am the ..... secretary of the corporation named as Operator herein; that ....., who signed this contract on behalf of the Operator, was then ..... of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....

[CORPORATE SEAL]

U. S. GOVERNMENT PRINTING OFFICE: 1956—O-383069

DRAFT
10/4/56
MChing/gla

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
DMEA-4046

ANNEX I

The land referred to in Article 2 of the Contract consists of 11 unpatented mining claims situated in sec. 1, T. 35 N., R. 72 W., 6th P.M., Converse County, Wyoming.

The claims are shown on the map entitled "Figure 2 - Geologic Map and Location of Proposed Stage I Holes, Harlan D. Fowler, Box Claims, Converse County, Wyo. DMEA 4026," attached hereto and made a part hereof. The notices of location of the claims are filed for record in the Office of the County Recorder of Converse County, Wyoming, as follows:

Claim	Original Book	Original Page	Amended Book	Amended Page	Amended Book	Amended Page
Box No. 1	256	331	270	505	271	15
" " 2	"	332	"	506	"	16
" " 3	"	333	"	507	"	17
" " 4	"	334	"	508	"	18
" " 5	"	335	"	509	"	19
" " 6	"	336	"	510	"	20
" " 7	"	337	"	511	"	21
" " 8	"	338	"	512	"	22
" " 9	"	339	"	513	"	23
" " 10	"	340	"	514	"	24
" " 11	"	341	"	515	"	25

DRAFT
10/4/56
MChing/gla

EXPLORATION PROJECT CONTRACT
HARLAN D. FOWLER
DOCKET NO. DMEA-4026

Description of the Work

General Provisions

The work consists of exploration by non-core drilling to test the sandstone lenses of the Wasatch formation of Eocene age. The location of the work is indicated on the map (Figure 2) referred to in Annex I.

Three separate sandstone lenses exposed on the property contain zones of color change from buff or gray to red, which are considered favorable for uranium deposition. The stratigraphic interval between the top of the upper lens and the bottom of the lower lens is approximately 125 feet, hence drill holes designed to explore all three lenses are expected to be approximately of that depth.

Drill holes shall have a diameter that will permit easy probing. Drill cuttings shall be collected with a Duclone sample collector or equivalent unit. Samples shall be taken at 2½-foot intervals except in mineralized zones where the interval shall be reduced to 1 foot. Samples shall be checked for radioactivity and those indicating significant mineralization shall be analyzed chemically for uranium. A portion of all samples taken shall be properly labeled and stored for inspection and disposition by the Government.

All drill holes shall be logged geologically and probed radiometrically, and the record of such logging and probing, together with certified copies of all assay certificates, shall be submitted with the Operator's monthly progress reports.

No payment shall be made for uncompleted holes.

The project shall be supervised at all times by a competent engineer or geologist.

The location, direction, inclination, and extent of all project work are subject to the approval of the Government.

The work shall be divided into two stages as hereinafter described. The Operator shall complete Stage I and shall perform as much of the work under Stage II as the Government approves in writing in advance.

Stage I

~~Drill~~ Holes numbered 1 through 18 shall be drilled at the positions indicated on the map (Figure 2), for a total footage of approximately 2025. Holes 1 through 15 shall be drilled through all three sandstone lenses to explore for ore bodies that may occur in them. Average depth of these holes is expected to be 125 feet. Holes 16, 17, and 18 shall be drilled through the middle sandstone lens only and are expected to average 50 feet in depth. In general, all holes shall be drilled on a 200-foot grid. Omit locations where holes have already been completed prior to the present operations. In the event the 18 holes require more than 2025 feet to reach the desired horizons, the additional footage and funds required may be transferred and deducted from Stage II upon the written approval of the Government. Not more than 36 samples shall be analyzed chemically.

Stage II

Drill not more than 37 holes, approximately 125 feet deep and aggregating not more than 4,625 feet, in the general vicinity of the holes numbered 1 through 15 of StageI, and drill not more than 6 holes, approximately 50 feet deep and aggregating not more than 300 feet, in the general vicinity of holes 16, 17, and 18 of Stage I. These holes shall be used to offset previously drilled holes that show significant mineralization or to delineate or extend favorable ground found in Stage I drilling. Holes drilled for delineation or extension of favorable ground shall be drilled at least 100 feet from any previously drilled hole and holes drilled as offsets to mineralized holes shall be drilled at least 50 feet from any previously drilled hole. Not more than 86 samples shall be analyzed chemically.

Estimated Cost of the Project

(Fixed Unit Costs)

Stage I

2,025 feet of non-core drilling @ $0.75/ft.	$1,518.75	
36 chemical sample analyses @ $3.50/sample	126.00	
Estimated total cost of Stage I		$1,644.75

Stage II

4,925 feet of non-core drilling @ $0.75/ft.	$3,693.75	
86 chemical sample analyses @ $3.50/sample	301.00	
Estimated total cost of Stage II		$3,994.75
Estimated total cost of the project (rounded)		$5,640.00
Government participation @ 75%		$4,230.00

10/3/56 gla

1006 Cor[illegible] Street,
Longmont, Colorado,
September 30, 1956

RECEIVED
OCT [illegible] 1956

U.S. Department of the Interior,
Defense Minerals Exploration Adm.,
Attention: Mr. Ernest Wm. Ellis,
Washington 25, D.C.

Re: Docket DMEA 4026
(Uranium) Box Claims
Converse County,
Wyoming.

Dear Mr. Ellis:

Since there appears to be no satisfactory solution to Rainbow Uranium Company's problem I am notifying them of the cancellation of our escrow agreement. In the meantime I am seeking an operator to take over the mining of the Box Claims.

As I am to visit Washington on other business I plan to see you on either the 8th or 9th of October, at which time I could sign the DMEA contract if the processing has been completed.

Sincerely yours,

Harlan D. Fowler

Harlan D. Fowler

10/1/56 gla

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED
OCT - 1 1956

224 New Customhouse
Denver 2, Colorado

September 28, 1956

Memorandum

To: Secretary to the Operating Committee

From: Executive Officer, DMEA Field Team, Region III

Subject: DMEA Docket 4026 (Uranium) Harlan D. Fowler (Box Claims) Converse County, Wyoming

A review of our file on the subject docket indicates that there has been no reply to the Administrator's letter to the Applicant, dated July 26, 1956, or to the Ernest Wm. Ellis letter dated August 28, 1956.

Will you please advise the present status of the subject docket.

W. M. Traver

W. M. Traver

9/11/56 gla

1006 Corey Street,
Longmont, Colorado,
September 9, 1956.

U.S. Department of the Interior,
Defense Minerals Exploration Adm.,
Attention: Mr. Ernest Wm. Ellis,
Washington 25, D.C.

RECEIVED
SEP 11 1956

Re: Docket DMEA 4026
(Uranium) Box Claims
Converse County, Wyoming.

Dear Mr. Ellis:

This acknowledges yours of August 28th as well as the one of July 26th addressed to Early and Keller, attorneys for the Rainbow Uranium Co.

The sale of my properties was negotiated some five months ago, and on June 1, 1956, the Rainbow Uranium Company stock was offered to the public by the Carroll & Company, underwriters. However, the sale of this stock has been so slow, which is common with all uranium stocks, that the company has not obtained the required cash to carry out their plans.

My properties are in escrow covered by a substantial amount of cash payment. The agreement expires September 15, 1956 at which time the Rainbow people will have to decide their course of action. It is very possible the properties may revert back to me and if they are I shall request for the completion of the processing of my application for the DMEA and proceed with the mining operation.

Kindly defer action of my application until we can determine what course is taken. This should be done within the next few weeks and certainly by October 1st.

It is under these circumstances you have not received any acknowledgement of your July 26th letter.

Sincerely,

Harlan D. Fowler

Harlan D. Fowler.

700

FILE COPY
Surname: Chrny (Ellis)
Ellis
Johnson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

AUG 28 1956

Mr. Harlan D. Fowler
1006 Corey Street
Longmont, Colorado

Re: Docket No. DMEA-4026 (Uranium)
Box Claims
Converse County, Wyoming

Dear Mr. Fowler:

Reference is made to the Administrator's letter of July 26, 1956, a copy of which was forwarded to Early and Keller, attorneys for the Rainbow Uranium Company, in response to their letter of July 18. Our letter requested copies of the document covering the sale by you of Box Claims Nos. 1 through 11 to the Rainbow Uranium Company, together with other information.

Action on your application is pending receipt of the information requested in the above-mentioned letter. If you are no longer interested in the processing of this application, please advise us.

Sincerely yours,

Ernest Wm. Ellis, Chief
Rare and Miscellaneous
Metals Division

cc to: Early and Keller
Attorneys at Law
316 Symes Building
Denver 2, Colorado

EWEllis;gla:izm
8-27-56
cc to: Docket
Code 700
Mr. Ellis
Admr.'s Reading File
DMEA Field Team, Reg. III (2)
Messrs. JECrawford, Rm. 3643
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

700

FILE COPY
Surname: Ching

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

Mr. Harlan D. Fowler
1006 Corey Street
Longmont, Colorado

[illegible] 1956

Re: Docket No. DM A-4026 (Uranium)
Box Claims
Converse County, Wyoming

Dear Mr. Fowler:

We have received a letter, dated July 18, 1956, from Early and Keller, attorneys for Rainbow Uranium Company, requesting advice as to how to proceed in transferring the subject application to Rainbow Uranium Company.

In this connection, it will be necessary for you to send us two copies of the document covering the sale by you of Box Claims Nos. 1 through 11 to Rainbow Uranium Company. You should also submit a formal request that we consider your original application, dated October 1, 1955, for aid in an exploration project, as if it had been made by Rainbow Uranium Company, and that any contract resulting from the application be drawn in the name of Rainbow Uranium Company.

Upon receipt of the above-described documents we shall continue to process the application in the name of Rainbow Uranium Company.

Sincerely yours,

C. O. Mittendorf

Administrator

Copy to: Early and Keller
MChing/izm 7-25-56
cc to: Docket
Code 700
Mr. Ching
Admr.'s Reading File
DMEA Field Team, Reg. III (2)
Messrs. JECrawford, Rm. 3643
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210k GSA

700

FILE COPY
Surname: Ching

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

JUL 3 1956

Early and Keller
Attorneys at Law
316 Symes Building
Denver 2, Colorado

Att: Mr. Norman F. Early

Re: Docket No. DMEA-4026 (Uranium)
Harlan D. Fowler
Box Claims
Converse County, Wyoming

Gentlemen:

In connection with your letter of July 18, 1956, regarding the subject application we are enclosing a copy of a letter of even date to Harlan D. Fowler, which you will find self-explanatory.

In order that we may complete our records please send us the mailing address of Rainbow Uranium Company and the names, titles and addresses of its officers. Also, state the operating experience and background of the company with relation to the ability to carry out an exploration project, and also those of the person or persons who will supervise the operations.

Sincerely yours,

C. O. Mittendorf

Administrator

Enclosure

MChing/izm 7-25-56
cc to: Docket
Code 700
Mr. Ching
Admr.'s Reading File
DMEA Field Team, Reg. III (2)
Messrs. JECrawford, Rm. 3643
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

6/21/56 ai

1006 Corey Street,
Longmont, Colorado,
June 19, 1956.

U.S.Department of the Interior,
Defense Minerals Exploration Adm.,
Att: Ernest Wm.Ellis, Chief, Rare
and Miscellaneous Metals Division,
Washington 25, D.C.

RECEIVED
JUN 21 1956

Re: Docket No. DMEA-4026
Box Claims,
Converse Co., Wyoming.

Dear Mr.Ellis:

Thank you for the letter of the 14th instant stating the documents appear to be in order and that you were now in a position to continue the processing of my application.

Your letter was shown to the officials of Rainbow Uranium Co.who are now in process of acquiring my properties. The necessary papers and some cash are now placed in escrow, and as soon as the underwriters have completed their part, which is expected to be sometime during the next two or three weeks, the company will then be in a position to take over. At that time they will submit a new application and supply new information connected with the company. No new liens are created under the transfer of property.

I will follow the case through to see that the matter is placed in your hands as quickly as possible.

Sincerely yours,
Harlan D. Fowler
Harlan D.Fowler.

7-20-56

EARLY & KELLER
ATTORNEYS AT LAW
316 SYMES BUILDING
DENVER 2, COLORADO

NORMAN F. EARLY
ALEX STEPHEN KELLER

ALPINE 5-0705

RECEIVED
JUL 20 1956

July 18, 1956

U. S. Department of the Interior
Defence Minerals Exploration Administration
Washington 25, D. C.

Att: Ernest Wm. Ellis, Chief
Rare and Miscellaneous Metals Division

Re: Docket No. DMEA-4026
(Uranium) Box Claims,
Converse County, Wyo.

Dear Mr. Ellis:

We represent Rainbow Uranium Co., a Colorado corporation who are purchasing uranium mining lease No. AT(05-1)-OG-75 covering Box Claims Nos. 1-11 from Harlan D. Fowler.

The purchase of these claims will be consummated in the near future. At that time Mr. Fowler will transfer his application for a DMEA loan, docket No. DMEA-4026 to Rainbow Uranium Co.

The Box Claims are subject to a 15% overriding royalty in favor of the following:

Name	Overriding Royalty
Richard L. Petersen	4%
John Fryback	1/2%
Richard H. McCormick	1/2%
Loma Uranium Corporation	5%
John R. Morton	5%
Total	15%

No new liens against the property will be created by the purchase from Harlan D. Fowler.

July 18, 1956

In order to expedite the transfer of the application for loan to Rainbow Uranium Co. could you advise us as to the necessary documents and information which we will have to file with your office.

Yours very truly,

EARLY & KELLER

By Norman F. Early

NFE:pe

cc: Mr. H. D. Fowler
1006 Corey Street
Longmont, Colorado

Mr. W. M. Travis
Bureau of Mines
224 New Custom House Bldg.
Denver, Colorado

Surname copy

700

Ching
Ellis
Methendorf

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

JUN 14 1956

Mr. Harlan D. Fowler
1006 Carey Street
Longmont, Colorado

Re: Docket No. DMEA-4026 (Uranium)
Box Claims
Converse County, Wyoming

Dear Mr. Fowler:

We have received the Subordination Agreement and supporting documents, requested by us in recent correspondence, from your attorneys, Secor, McCarty & Flanders. They appear to be in order and we are now in a position to continue the processing of your application. Please ignore our letter of June 11 which crossed your attorneys' letter in the mails.

We note, however, that negotiations are under way for sale of the Box claims to Rainbow Uranium Company in the very near future. If the Rainbow Uranium Company is to take over, we would require two copies of the deed or agreement covering the transfer and a letter from you formally withdrawing your application under Docket No. DMEA-4026 for aid in an exploration project. It would then be necessary for Rainbow Uranium Company to submit a new application in quadruplicate, tying in the new application to the old docket number by reference. We would then assign a new docket number to the application. The only new information required would be that connected with Rainbow's organization. If new liens are created due to the transfer of property, additional Subordination Agreements would be required.

Please advise us promptly of your intentions.

Sincerely yours,

Signed

Ernest Wm. Ellis, Chief
Rare and Miscellaneous
Metals Division

MChing/gla
6-14-56
cc to: Admr.'s Reading File
Docket
Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA
Code 700
Mr. Ching
DMEA Field Team, Region III (2)

6-13-56

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED
JUN 13 1956

June 11, 1956

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Chairman, Operating Committee, DMEA

From: Field Team, Region III

Subject: Docket DMEA 4026 (Uranium) Harlan D. Fowler, (Box claims) Converse County, Wyoming

Will you please advise the present status of the subject application. The most recent letter in our file is one from Ernest William Ellis to the Applicant dated April 13, 1956.

DMEA Field Team, Region III

By W. M. Traver
Executive Officer

Copies of letters dated June 11 and letter now being processed will give present status to Traver.
mc.

Surname Copy

Ching
Ellis
Mathewson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

JUN 11 1956

Mr. Harlan D. Fowler
1006 Corey Street
Longmont, Colorado

Re: Docket No. DMEA-4026 (Uranium)
Box Claims
Converse County, Wyoming

Dear Mr. Fowler:

Your letter of April 21, 1956, advised that you were attempting to secure Subordination Agreements from two parties holding royalty claims against the subject property.

Since seven weeks have now elapsed without further word from you, it is requested that you advise us promptly of your intentions.

Your attention is called to the fourth paragraph of our letter of March 7, 1956, in which we requested that you furnish us with two copies of the deed or agreement under which the above-mentioned royalty claims are provided for. These documents will be required along with the Subordination Agreements.

Sincerely yours,

Ernest Wm. Ellis, Chief
Rare and Miscellaneous
Metals Division

MChing/ai 6-11-56
cc to: Docket
Code 700
Mr. Ching
Admr.'s Reading File
DMEA Field Team, Region III (2)
Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

RCh.

6/11/56 gla

F. P. SECOR (DEC'D)
GRAY SECOR
H. G. McCARTY
L. B. FLANDERS
WILLIAM T. SECOR

SECOR, McCARTY & FLANDERS
ATTORNEYS AT LAW
LONGMONT, COLORADO

RECEIVED
JUN 11 1956

June 7th, 1956.

United States Department of the Interior,
Defense Minerals Exploration Administration,
Washington 25, D. C.

Re: Docket No. DMEA-4026 (Uranium)
Box Claims, Converse County,
Wyoming.

Att'n: Mr. Ernest Wm. Ellis, Chief,
Rare and Miscellaneous
Metals Division.

Gentlemen:

With reference to your letter of April 13th, 1956, to Mr. Harlan D. Fowler of 1006 Corey Street, Longmont, Colorado, and his answer dated April 21st, 1956, we are enclosing the following, to-wit:

Subordination agreement, original and 5 copies, all executed;

5% Copy of assignment of overriding royalty from Richard L. Peterson to Mortons Incorporated, in duplicate;

5% Assignment (copy) of royalty from Mortons Incorporated to John R. Morton, in duplicate;

5% Copy of mining deed from Loma Uranium Corporation to Harlan D. Fowler, in duplicate;

10% Copy of assignment of overriding royalty from Loma Uranium Corporation to Richard L. Peterson, in duplicate;

½% Copy of assignment of overriding royalty from Richard L. Peterson to Richard H. McCormick, in duplicate;

½% Copy of assignment of overriding royalty from Richard L. Peterson to John Fryback, in duplicate.

Negotiations are under way for sale of said Box Claims to Rainbow Uranium Company in the very near future,

Subordination Agreement O.K.

mc.

U. S. Dept. of Interior, #2,

6-7-56.

and if such is effected, such Company will desire to continue processing this application, if the same has not then been completed.

If you have any further requirements, please advise Mr. Fowler.

Yours very truly,

SECOR, McCARTY & FLANDERS,

By L B Flanders

LBF:mb
Enclosures
Certified Mail,
Return Receipt Requested.

RECEIVED

JUN 11 1956

BOOK 286 PAGE 09

RECORDED Nov. 3 195 5 AT 9:00 O'CLOCK A M.
IN BOOK 286 OF Min. PAGE 09
NO. 263585 LLOYD FROGGATT COUNTY CLERK

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, RICHARD L. PETERSON, with offices at Douglas, Wyoming is the owner of a ten percent (10%) overriding royalty on certain lode mining claims in Converse County, Wyoming, which said mining claims were originally located as lode mining claims in accordance with the statutes of the State of Wyoming, and were subsequently relocated pursuant to the Provisions of Circular 7 of the U. S. Atomic Energy Commission, and are more specifically described in said Notices of Lease Application as follows, to-wit:

Name of Tract	Date of Posting "Notice of Lease Application"	Recording Date	Book No.	Page No.
Box #1	5-24-54	5-24-54	265	452 n½ nw
Box #2	5-24-54	5-24-54	265	453 n½ nw4
Box #3	5-24-54	5-24-54	265	454 - nw4
Box #4	5-24-54	5-24-54	265	455 s½ nw4
Box #5	5-24-54	5-24-54	265	456 s½ sw4
Box #6	5-24-54	5-24-54	265	457 n½ sw
Box #7	5-24-54	5-24-54	265	458 - sw4
Box #8	5-24-54	5-24-54	265	459 - ne nw4
Box #9	5-24-54	5-24-54	265	460 - ne nw4
Box #10	5-24-54	5-24-54	265	461 - e½ nw4
Box #11	5-24-54	5-24-54	265	462 se nw4
Lamb #1	5-24-54	5-24-54	265	443 n½ ne4
Lamb #2	5-24-54	5-24-54	265	444 n½ ne4
Lamb #3	5-24-54	5-24-54	265	445 - ne4
Lamb #4	5-24-54	5-24-54	265	446 s½ ne4
Lamb #5	5-24-54	5-24-54	265	447 s½ ne, n½ se4
Lamb #6	5-24-54	5-24-54	265	448 - n½ nw4
Lamb #7	5-24-54	5-24-54	265	449 - n½ nw4
Lamb #8	5-24-54	5-24-54	265	450 - nw4
Lamb #9	5-24-54	5-24-54	265	451 - s½ nw4, n½ sw4

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good valuable considerations the receipt in hand paid by MORTONS INCORPORATED of Douglas, Wyoming, the receipt and sufficiency of which is hereby acknowledged, the undersigned, RICHARD L. PETERSON, does hereby grant, bargain, sell and convey unto the said MORTONS INCORPORATED an overriding royalty in the amount of fivepercent (5%) of the proceeds from the sale of all ores, mined, produced and marketed from the lode mining claims above described; provided, however,

COUNTY CLERK'S CERTIFICATE

STATE OF WYOMING }
COUNTY OF CONVERSE, } SS.

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY OF Assignment of Overriding Royalty AS FILED AND RECORDED IN MY OFFICE IN BOOK 286 ON PAGE 9 UNDER FILING NUMBER 263585 DATED THIS 4 DAY OF April A. D., 1956.

COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS.

RECEIVED
JUN 11 1956

that said overriding royalties shall not be payable on government development allowances and transportation allowances; and it is further understood that such overriding royalty shall be less any and all taxes levied and assessed against the same, or the production by which the same are determined.

TO HAVE AND TO HOLD unto [illegible]

and to his heirs, personal representatives, successors and assigns, subject to the terms hereof.

Dated this 22nd day of July 1954

RICHARD L. PETERSON

Richard L. Peterson

STATE OF [illegible] }
COUNTY OF [illegible] } ss

On this [illegible] day of July 1954, before me appeared [illegible] and Barbara J. Peterson, husband and wife, known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same free act and deed.

My commission expires July 9, 1956.

[illegible]
NOTARY PUBLIC

COUNTY CLERK'S CERTIFICATE

STATE OF WYOMING }
COUNTY OF CONVERSE, } SS.

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY OF Assignment of Overriding Royalty

AS FILED AND RECORDED IN MY OFFICE IN BOOK 286 ON PAGE 9 UNDER FILING NUMBER 263585 DATED THIS 4 DAY OF April A. D., 1956.

Olga Foggatt

COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS.

RECORDED May 28 1956 AT 3:30 O'CLOCK P M.
IN BOOK 294 OF Min. PAGE 173
NO. 268887 LLOYD FROGGATT COUNTY CLERK

ASSIGNMENT OF ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That MORTONS INCORPORATED., a Wyoming corporation, hereinafter called "Assignor", for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration in hand paid by JOHN R. MORTON, of Douglas, Converse County, Wyoming, hereinafter called "Assignee", does hereby sell, assign, transfer, convey, and set over unto the said Assignee all of its right, title, and interest in and to that certain five percent (5%) overriding royalty upon the uranium and associated minerals produced and saved from the hereinafter described lode mining claims located in the County of Converse, State of Wyoming, to-wit:

> Box Claims No. 1 through No. 11, which are duly recorded and filed in the Office of the County Clerk of Converse County, Wyoming, in Book 256 at Page 331 through Page 341.

It being the intent of the Assignor herein to transfer, convey, and assign all of its right, title, and interest in and to that overriding royalty as conveyed to the Assignor under date of November 3, 1955, which conveyance is of record in Book 268 at Page 9 of the Records of Converse County, Wyoming.

This is an overriding royalty and is given by the Assignor and accepted by the Assignee subject to the terms and provisions in the original lease and agreements on said lode mining claims now in force and effect.

TO HAVE AND TO HOLD unto the said Assignee, his heirs, administrators, and assigns, together with the rights, privileges, and benefits to be derived therefrom, and said Assignor does hereby agree to warrant and defend the title to the same and has lawful authority to sell and assign said royalty.

IN WITNESS WHEREOF we have hereunto set our hands and affixed the corporate seal this 25th day of May, A.D. 1956.

MORTONS INCORPORATED., a Wyoming Corporation

By: John R Morton
President

Attest: Vera Saul Trumper
Secretary

STATE OF WYOMING :
:ss.
COUNTY OF CONVERSE :

On this 25th day of May, 1956, before me appeared JOHN R. MORTON, to me personally known, and who being by me sworn did say that he is the President of MORTONS, INCORPORATED., a Wyoming Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said John R. Morton acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 25th day of May, 1956.

J B Sullivan
Notary Public

My Commission expires May 5, 1959

RECORDED July 29 1955 AT 10:30 O'CLOCK A M.
IN BOOK 279 OF Mineral PAGE 481
NO. 260733 LLOYD FROGGATT COUNTY CLERK

RECEIVED
JUN 11 1956

MINING DEED

THIS INDENTURE, made this 30th day of June, 1955, between LOMA URANIUM CORPORATION, a Colorado corporation, with offices in Denver, Colorado, hereinafter called "Grantor", and HARLAN D. FOWLER of Longmont, Colorado, hereinafter called "Grantee",

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid by Grantee, the receipt and sufficiency of which is hereby confessed and acknowledged, has bargained, sold, transferred, assigned and conveyed and by these presents does grant, bargain, sell, transfer, assign and convey unto HARLAN D. FOWLER all of its right, title and interest in and to those certain Lode Mining Claims situate in the County of Converse, State of Wyoming, described as follows:

Name of Claim	Amended Location Certificate Recorded
Box No. 1	Book 271, Page 15
Box No. 2	Book 271, Page 16
Box No. 3	Book 271, Page 17
Box No. 4	Book 271, Page 18
Box No. 5	Book 271, Page 19
Box No. 6	Book 271, Page 20
Box No. 7	Book 271, Page 21
Box No. 8	Book 271, Page 22
Box No. 9	Book 271, Page 23
Box No. 10	Book 271, Page 24
Box No. 11	Book 271, Page 25

reference being hereby made to said records for all purposes, all of which claims are located in Section One (1), Township Thirty-five (35) North, Range Seventy-two (72) West, Converse County, Wyoming; together with all rights thereunder and incident thereto and together with all and singular the mines, minerals, lodes and veins within the lines of said claims and their dips and spurs and all improvements, rights, privileges and appurtenances thereunto in anywise belonging.

TO HAVE AND TO HOLD unto the said Grantee and his heirs, personal representatives, successors and assigns forever, subject to the following:

(a) All of said claims are now subject to an overriding royalty of ten per cent (10%), as more specifically set forth in that certain Assignment of Overriding Royalty from Loma Uranium Corporation to Richard L. Peterson, dated June 26, 1954. In addition, Loma Uranium Corporation has reserved and by these presents does hereby reserve unto itself and its successors and assigns an overriding royalty of five per cent (5%) of the proceeds from the sale of all ores mined, produced and marketed

from the Lode Mining Claims above described and on the proceeds from any [illegible] bonuses allowed for quantity and quality of uranium ore so produced from said claims; provided, however, that said overriding royalty shall not be payable on [illegible] development allowances and transportation allowances.

(b) Notwithstanding anything to the contrary herein contained, this [illegible] shall be void and of no force and effect, and the Grantor shall be [illegible] receive from the Grantee herein named a quitclaim deed covering all of the [illegible] interest in the Lode Mining Claims herein described unless the Grantee shall [illegible] the Grantor on or before November 1, 1955, the sum of Six Thousand Dollars [illegible] representing the balance of the purchase price of said claims, and the [illegible] be entitled to retain as liquidated damages the sum of Two Thousand Dollars [illegible] heretofore advanced and paid by the Grantee to the Grantor [illegible] of said sum of Six Thousand Dollars ($6,000.00), Grantor shall [illegible] to Grantee an acknowledgment in recordable form showing that the [illegible] purchase price has been paid.

It is understood and agreed that the Lode Mining Claims [illegible] located upon the public domain and that the title to said [illegible] a warranty, either express or implied; provided, however, that [illegible] and agree that it will warrant the title to said claims as against [illegible] parties claiming by, through or under said Grantor.

Nothing herein contained shall be construed to require the Grantee [illegible] to keep said Lode Mining Claims in force and effect by performing [illegible] ment work or other obligations imposed by state and Federal statutes; [illegible] however, that if the Grantee shall elect not to perform the required [illegible] work on said claims at any time hereafter, Grantee shall execute and [illegible] Grantor his quitclaim deed covering all interest in said claims, [illegible] to be furnished not later than June 1 of the year in which such annual [illegible] work will accrue.

IN WITNESS WHEREOF, Grantor has caused these presents to be [illegible] proper officers thereunto duly authorized as of the day and year first [illegible]

LOMA [illegible] CORPORATION

By [illegible]

[illegible] CORPORATION

[illegible] Secretary

RECEIVED
JUN 11 1956

BOOK 279 PAGE 483

STATE OF COLORADO)
) SS.
CITY AND COUNTY OF DENVER)

ON THIS 30th day of June, 1955, before me appeared Carl L. Lough, to me personally known, who being by me duly sworn, did say that he is the President of Loma Uranium Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said Carl L. Lough acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND and seal this 30th day of June, 1955.

My Commission expires:
September 24, 1956.

Helen Zarichak
Notary Public

COUNTY CLERK'S CERTIFICATE

STATE OF WYOMING }
COUNTY OF CONVERSE } SS.

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY OF

Mining Deed

AS FILED AND RECORDED IN MY OFFICE IN BOOK 279 ON PAGE 481 UNDER FILING NUMBER 260733 DATED THIS 28 DAY OF March A. D., 1956.

Floyd Teagarden

COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS.

RECORDED July 6 1954 AT 4:00 O'CLOCK P M.
IN BOOK 266 OF Min. PAGE 213
NO. 252858 LLOYD FROGGATT COUNTY CLERK

RECEIVED JUN 11 1996

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, LOMA URANIUM CORPORATION, a Colorado Corporation with offices at 325 Continental Oil Building, Denver, Colorado is the owner of certain lode mining claims in Converse County, Wyoming, which said mining claims were originally located as lode mining claims in accordance with the statutes of the State of Wyoming, and were subsequently relocated pursuant to the Provisions of Circular 7 of the U. S. Atomic Energy Commission, and are more specifically described in said Notices of Lease Application as follows, to-wit:

Name of Tract	Date of Posting "Notice of Lease Application"	Recording Date	Book No.	Page No.
Box #1	5-24-54	5-24-54	265	452
Box #2	5-24-54	5-24-54	265	453
Box #3	5-24-54	5-24-54	265	454
Box #4	5-24-54	5-24-54	265	455
Box #5	5-24-54	5-24-54	265	456
Box #6	5-24-54	5-24-54	265	457
Box #7	5-24-54	5-24-54	265	458
Box #8	5-24-54	5-24-54	265	459
Box #9	5-24-54	5-24-54	265	460
Box #10	5-24-54	5-24-54	265	461
Box #11	5-24-54	5-24-54	265	462
Lamb #1	5-24-54	5-24-54	265	443
Lamb #2	5-24-54	5-24-54	265	444
Lamb #3	5-24-54	5-24-54	265	445
Lamb #4	5-24-54	5-24-54	265	446
Lamb #5	5-24-54	5-24-54	265	447
Lamb #6	5-24-54	5-24-54	265	448
Lamb #7	5-24-54	5-24-54	265	449
Lamb #8	5-24-54	5-24-54	265	450
Lamb #9	5-24-54	5-24-54	265	451

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good valuable considerations the receipt in hand paid by RICHARD L. PETERSON, of Douglas, Wyoming, the receipt and sufficiency of which is hereby acknowledged, the undersigned, LOMA URANIUM CORPORATION, does hereby grant, bargain, sell and convey unto the said RICHARD L. PETERSON, an overriding royalty in the amount of Ten Percent (10%) of the proceeds from the sale of all ores, mined, produced and marketed from the lode mining claims above described; provided, however, that said overriding royalties

shall not be payable on governmental development allowances and transportation allowances; and it is further understood that such overriding royalty shall be less any and all taxes levied and assessed against the same, or the production by which the same are determined. By the acceptance of this Assignment, the Assignee, RICHARD L. PETERSON covenants and agrees that the Ten Percent (10%) overriding royalty herein conveyed and assigned is inclusive of any and all royalties or overriding royalties now affecting the lode mining claims herein described, and said Assignee agrees to account to the owner or owners of any such royalties or overriding royalties out of said Ten Percent (10%). LOMA URANIUM CORPORATION covenants and represents that it has not previously conveyed or created any royalty or overriding royalty affecting said premises.

Nothing herein contained shall be construed as requiring said LOMA URANIUM CORPORATION to maintain, develop or mine the lode mining claims herein described; the said LOMA URANIUM CORPORATION makes no guarantee or warranty of the legal validity and title of said mining claims, and hereby reserves the right to surrender or abandon any or all of its rights therein.

TO HAVE AND TO HOLD unto RICHARD L. PETERSON, and to his heirs, personal representatives, successors and assigns, subject to the terms hereof.

Dated, this 26th day of June, 1954

LOMA URANIUM CORPORATION
By

ATTEST:

Secretary

Carl L. Lough
President

STATE OF COLORADO)
: ss.
CITY AND COUNTY OF DENVER)

ON THIS 26th day of June, 1954, before me appeared Carl L. Lough, to me personally known, who being by me duly sworn, did say that he is the President of Loma Uranium Corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said Carl L. Lough acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND and seal this 26th day of June, 1954.

My commission expires:

September 8, 1956

Mary B. Tressler
Notary Public

COUNTY CLERK'S CERTIFICATE

STATE OF WYOMING }
COUNTY OF CONVERSE, } SS.

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY OF

Assignment of Overrinding Royalty

AS FILED AND RECORDED IN MY OFFICE IN BOOK 266 ON PAGE 213 UNDER FILING NUMBER 252858 DATED THIS 28 DAY OF March A. D., 19 56.

Floyd Frogget

COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS.

BOOK 266 PAGE 226

RECORDED July 7 1954 AT 1:00 O'CLOCK P M.
IN BOOK 266 OF Min. PAGE 226
NO. 252876 LLOYD FROGGATT COUNTY CLERK

RECEIVED JUN 11 1956

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, RICHARD L. PETERSON, with offices at Douglas, Wyoming is the owner of a ten percent (10%) overriding royalty on certain lode mining claims in Converse County, Wyoming, which said mining claims were originally located as lode mining claims in accordance with the statutes of the State of Wyoming, and were subsequently relocated pursuant to the Provisions of Circular 7 of the U. S. Atomic Energy Commission, and are more specifically described in said Notices of Lease Application as follows, to-wit:

Name of Tract	Date of Posting "Notice of Lease Application"	Recording Date	Book No.	Page No.
Box #1	5-24-54	5-24-54	265	452
Box #2	5-24-54	5-24-54	265	453
Box #3	5-24-54	5-24-54	265	454
Box #4	5-24-54	5-24-54	265	455
Box #5	5-24-54	5-24-54	265	456
Box #6	5-24-54	5-24-54	265	457
Box #7	5-24-54	5-24-54	265	458
Box #8	5-24-54	5-24-54	265	459
Box #9	5-24-54	5-24-54	265	460
Box #10	5-24-54	5-24-54	265	461
Box #11	5-24-54	5-24-54	265	462
Lamb #1	5-24-54	5-24-54	265	443
Lamb#2	5-24-54	5-24-54	265	444
Lamb #3	5-24-54	5-24-54	265	445
Lamb #4	5-24-54	5-24-54	265	446
Lamb #5	5-24-54	5-24-54	265	447
Lamb #6	5-24-54	5-24-54	265	448
Lamb #7	5-24-54	5-24-54	265	449
Lamb #8	5-24-54	5-24-54	265	450
Lamb #9	5-24-54	5-24-54	265	451

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good valuable considerations the receipt in hand paid by Richard H. McCormick RLP of Douglas, Wyoming, the receipt and sufficiency of which is hereby acknowledged, the undersigned, RICHARD L. PETERSON, does hereby grant, bargain, sell and convey unto the said Richard H. McCormick an overriding royalty in the amount of ½ of 1 percent (½%) of the proceeds from the sale of all ores, mined, produced and marketed from the lode mining claims above described; provided, however,

that said overriding royalties shall not be payable on government development allowances and transportation allowances; and it is further understood that such overriding royalty shall be less any and all taxes levied and assessed against the same, or the production by which the same are determined.

TO HAVE AND TO HOLD unto Richard H. McCormick and to his heirs, personal representatives, successors and assigns, subject to the terms hereof.

Dated this 6th day of July 1954.

RICHARD L. PETERSON

Richard L Peterson

STATE OF WYOMING)
) SS
COUNTY OF CONVERSE)

On this 6th day of July 1954, before me appeared Richard L. Peterson and Barbara J. Peterson, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same, astheir free act and deed.

My commission expires

Olive E. Brown
NOTARY PUBLIC

COUNTY CLERK'S CERTIFICATE

STATE OF WYOMING }
COUNTY OF CONVERSE, } SS.

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY OF

Assignment of Overriding Royalty

AS FILED AND RECORDED IN MY OFFICE IN BOOK 266 ON PAGE 226 UNDER FILING NUMBER 252876 DATED THIS 4 DAY OF April A. D., 19 56.

Floyd Dougald

COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS.

RECORDED July 6 1954 AT 4:00 O'CLOCK P M.
IN BOOK 266 OF Min. PAGE 215
NO. 252859 LLOYD FROGGATT COUNTY CLERK

RECEIVED
JUN 11 1956

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, RICHARD L. PETERSON, with offices at Douglas, Wyoming is the owner of a ten percent (10%) overriding royalty on certain lode mining claims in Converse County, Wyoming, which said mining claims were originally located as lode mining claims in accordance with the statutes of the State of Wyoming, and were subsequently relocated pursuant to the Provisions of Circular 7 of the U. S. Atomic Energy Commission and are more specifically described in said Notices of Lease Application as follows, to-wit:

Name of Tract	Date of Posting "Notice of Lease Application"	Recording Date	Book No.	Page No.
Box #1	5-24-54	5-24-54	265	452
Box #2	5-24-54	5-24-54	265	453
Box #3	5-24-54	5-24-54	265	454
Box #4	5-24-54	5-24-54	265	455
Box #5	5-24-54	5-24-54	265	456
Box #6	5-24-54	5-24-54	265	457
Box #7	5-24-54	5-24-54	265	458
Box #8	5-24-54	5-24-54	265	459
Box #9	5-24-54	5-24-54	265	460
Box #10	5-24-54	5-24-54	265	461
Box #11	5-24-54	5-24-54	265	462
Lamb #1	5-24-54	5-24-54	265	443
Lamb #2	5-24-54	5-24-54	265	444
Lamb #3	5-24-54	5-24-54	265	445
Lamb #4	5-24-54	5-24-54	265	446
Lamb #5	5-24-54	5-24-54	265	447
Lamb #6	5-24-54	5-24-54	265	448
Lamb #7	5-24-54	5-24-54	265	449
Lamb #8	5-24-54	5-24-54	265	450
Lamb #9	5-24-54	5-24-54	265	451

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good valuable considerations the receipt in hand paid by John Fryback of Wheatland RLP Wyoming, the receipt and sufficiency of which is hereby acknowledged, the undersigned, RICHARD L. PETERSON, does hereby grant, bargain sell and convey unto the said John Fryback an overriding royalty in the amount of ½of1 percent (½%) of the proceeds from the sale of all ores, mined, produced and marketed from the lode mining claims above described; provided, however,

COUNTY CLERK'S CERTIFICATE

STATE OF WYOMING }
COUNTY OF CONVERSE, } SS.

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY OF ASSIGNMENT OF OVERRIDING ROYALTY

AS FILED AND RECORDED IN MY OFFICE IN BOOK 266 ON PAGE 215 UNDER FILING NUMBER 252859 DATED THIS 4 DAY OF April A. D., 19 56.

Floyd Fleggaat

COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS

that said overriding royalties shall not be payable on government development allowances and transportation allowances; and it is further understood that such overriding royalty shall be less any and all taxes levied and assessed against the same, or the production by which the same are determined.

TO HAVE AND TO HOLD unto John Fryback and to his heirs, personal representatives, successors and assigns, subject to the terms hereof.

Dated this 6th day of July 1954.

RICHARD L. PETERSON

Richard L Peterson

STATE OF WYOMING)
) SS
COUNTY OF CONVERSE)

On this 6th day of July 1954, before me appeared Richard L. Peterson and Barbara J. Peterson, husband and wife, to me known to be the persons described in and who executed the foregoing instrument. and acknowledged that they executed the same as their free act and deed.

My commission expires

Chas. E. Seonge
NOTARY PUBLIC

COUNTY CLERK'S CERTIFICATE

STATE OF WYOMING }
COUNTY OF CONVERSE, } SS.

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE AND CORRECT COPY OF ASSIGNMENT OF OVERRIDING ROYALTY

AS FILED AND RECORDED IN MY OFFICE IN BOOK 266 ON PAGE 215 UNDER FILING NUMBER 252859 DATED THIS 4 DAY OF April A. D., 19 56.

Floyd Haggard

COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS

4-24-56

1006 Corey Street,
Longmont, Colorado,
April 21, 1956.

Department of the Interior,
Defense Minerals Exploration Adm.,
Attention: Mr. Ernest Wm. Ellis,
Washington 25, D.C.

RECEIVED
APR 24 1956

Re: Docket No. DMEA-4026
Uranium, Box Claims
Converse Co., Wyoming.

Dear Mr. Ellis:

Thanks for yours of the 13th instant, which reached me in California, where I expect to be for several weeks.

I am definitely interested in the processing of this application, but have been delayed obtaining the required royalty holders' signatures. One of them has been vacationing in Arizona and has recently returned to discuss the matter with his attorney. It is believed this will be cleared and then there remains one more. You should receive the signed documents within a week or so.

It will be confirmed that all eleven Box Claims are to be included under the proposed project.

Sincerely yours,

Harlan D. Fowler

Harlan D. Fowler.

700

FILE COPY
Surname:
Ching
Ellis
Mitsudoff

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

APR 13 1956

Mr. Harlan D. Fowler
1006 Corey Street
Longmont, Colorado

Re: Docket No. DMEA-4026 (Uranium)
Box Claims
Converse County, Wyoming

Dear Mr. Fowler:

Reference is made to our letter of March 7, 1956, relating to the captioned docket.

Action on your application is pending receipt of the documents requested in the above-mentioned letter, and your confirmation that all eleven Box Claims are to be included under the the proposed project. If you are no longer interested in the processing of this application, please advise us.

Sincerely yours,

SIGNED
Ernest Wm. Ellis, Chief
Rare and Miscellaneous
Metals Division

MChing/izm 4-13-56
cc to: Docket
Code 700
Mr. Ching
Admr.'s Reading File
DMEA Field Team, Region III (2)
Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

R.C.S.

3/21/56

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

RECEIVED
MAR 20 1956

March 19, 1956

Memorandum

To: E. W. Ellis, Defense Minerals Exploration Administration

From: W. P. Williams, U. S. Geological Survey

Subject: Review of field examination report, DMEA 4026, Harlan D. Fowler, Box claims, Converse County, Wyoming.

The examining team concludes that geologic conditions on the subject property are favorable enough to justify DMEA participation in a revised two-stage drilling project consisting of a total of 61 holes at an estimated total cost of $5,822.50.

It is recommended by the examining team that Stage II drilling be on not less than 50-foot centers. The applicant directs attention that AEC drilling on the property on 50-foot centers failed to find the small, pod-like ore bodies. The examining team, however, points out that 50-foot offset holes should indicate the potential of any particular mineralized area.

I agree with the examining team that the property merits additional exploration, and I recommend approval of the modest project as outlined in the field examination report.

W P Williams

W. P. Williams

3-16-56 [illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

RECEIVED
MAR 16 1956

March 15, 1956

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee, Room 4445

From: John E. Crawford, Bureau of Mines Member
Uranium Commodity Committee

Subject: Report of Examination, DMEA Docket 4026, Harlan D. Fowler, Box Claims, Converse County, Wyoming

I have reviewed the report of examination, Harlan D. Fowler, DMEA Docket 4026, dated March 1 and received in this Office March 9. I have also discussed it with Joseph O. Hosted, Washington representative of the Atomic Energy Commission.

The applicant proposed to explore the Wasatch formation on his Box group of claims by 21,000 feet of drilling, 200 feet of drifting, and 15,000 cubic yards of bulldozing, at a total estimated cost of $20,900.

The DMEA examining team indicated that exploration for additional ore in the red sandstone horizon containing the known ore bodies is warranted, but did not feel that the proposed project was justified; therefore, they recommend an exploration program consisting of 6,950 feet (61 holes) of dry drilling at an estimated cost of $5,822.50, with Government participation at 75 percent or $4,366.68.

Ore bodies with 500 to 1,000 tons of ore containing about 0.20 percent U_3O_8 are the maximum size that may be expected on the subject claims.

We concur in the recommendation of the Field Team.

The report is being forwarded to the Chief, Division of Minerals, in accordance with the routing slip attached thereto.

John E. Crawford
John E. Crawford

700

FILE COPY
Surname: Ching, Ellis, Mastrandrea

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

MAR 7 1956

Mr. Harlan D. Fowler
1006 Corey Street
Longmont, Colorado

Re: Docket No. DMEA-4026 (Uranium)
Box Claims
Converse County, Wyoming

Dear Mr. Fowler:

We have received a Report of Examination on the subject claims from our Region III Field Team and note that one or more parties hold overriding royalty claims against the property.

Under these circumstances, if an exploration contract is entered into with you, the Government will require a Subordination Agreement, signed by all the parties holding royalty claims against the property.

Accordingly, we are enclosing seven prepared forms, the original and five copies of which are to be dated and signed by the above-mentioned claimants and returned to this office.

It is also requested that you furnish us with two copies of the deed or agreement under which such royalty claims are provided for.

It is our understanding that it is agreeable to you that we include all eleven Box Claims under the proposed project. This means, of course, that, in the event a contract is signed, production from any of the claims during the term within which the Government may certify a discovery, would be subject to royalty payments and, if a discovery is certified by the Government, such royalty payments would be due for a period of 10 years from the date of the contract or until the Government's contribution is repaid, whichever occurs first. This rule would apply even though you are already producing from the property; that is, royalty payments to the Government would begin from the date of the contract, on all production, regardless of when the discovery was made.

Sincerely yours,

STAMPED

Ernest Wm. Ellis, Chief
Rare and Miscellaneous
Metals Division

Enclosures

Messrs. JLCrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA

MChing/izm 3-7-56
cc to: Docket
Code 700
Mr. Ching
Admr.'s Reading File
DMEA Field Team, Region III (2)

R.S.S.

extra copy

MF-201
Revised March 24, 1955

For Government's Use Only
EXPLORATION PROJECT CONTRACT
Operator_____
Docket No. DMEA-_____
Contract No. Idm-E_____
Contract Date_____

SUBORDINATION AGREEMENT

To the United States of America:

Referring to that certain land in the County of Converse, State of Wyoming, described as follows:1/

Box Claims Nos. 1 to 11 inclusive, located in sec. 1, T. 35 N., R. 72 W., Converse County, Wyoming

which is the subject of a proposed exploration project contract, hereinafter called the "contract," with the United States of America, hereinafter called the "Government;" in consideration of the contract and as an inducement to the Government to enter into it, the undersigned hereby--

1. Subordinates whatever right, claim, lien or encumbrance the undersigned may have in or against the land to whatever interests, equities, and rights the Government may acquire under the contract (a) with respect to purchased property in or upon the land to the cost of which it has contributed, including the right to dismantle, sever, and remove it from the land; and (b) with respect to a percentage royalty on production from the land and a lien to secure the payment thereof; and

2. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Subordination Agreement; and (b) to give advance notice of this Subordination Agreement to any transferee of the right, claim, lien, or encumbrance hereby subordinated; and

3. Consents to all amendments and assignments of the contract without notice thereof, and agrees that this Subordination Agreement shall extend and apply thereto.

1/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in book _____ page _____ official records of said county." If (b) is used, the book and page of recordation cannot be dispensed with. If the space provided is insufficient, use an Annex, and refer to the Annex in the space.

(OVER)

Dated this _____ day of _____, 195__.

_____ [Seal]

_____ [Seal]

_____ [Seal]

I, _____, certify that I am the _____ _____, (Secretary, etc.) of the corporation named herein; that _____ _____ who signed this agreement was then _____ (President or Vice President, etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____

[Corporate Seal]

Field Report

3/12/56

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED
MAR - 5 1956

March 1, 1956

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Secretary to the Operating Committee, DMEA

From: Field Team, Region III

Subject: Joint Report of Examination, Docket DMEA 4026 (Uranium), Harlan D. Fowler, Box Claims, Converse County, Wyoming

Enclosed are the original and three copies of a Joint Engineering and Geologic Report on the subject docket.

The field examiners conclude that the program of exploration proposed by the applicant is not justified, and they recommend a modified program of drilling in two stages at an estimated total cost of $5,822.50. We concur in this recommendation.

The applicant included Box Claims Nos. 1-11 inclusive in his application, and we recommend that all of these claims be included in the proposed contract.

We note that this group of claims is subject to an overriding royalty by the original locators of these claims. We presume that your office plans to request the Subordination Agreement since your letter of November 2, 1955 did not request this office to obtain the Subordination Agreement.

Enclosed for possible use in the contract are nine extra copies of Figure 2.

DMEA Field Team, Region III

W. M. Traver

By W. M. Traver
Executive Officer

Enclosures

Reviewed by
DMEA OPERATING COMMITTEE
3-9-56
(date)

IN REPLY REFER TO: DMEA

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

RECEIVED MAR 5 1956

Date Rec'd. FEB 29 1956

BUREAU OF MINES
Denver, Colorado

Defense Minerals Exploration Administration
Denver Federal Center
Denver, Colorado

February 27, 1956

TRANSMITTED
MAR 1 1956

Memorandum

To: Executive Officer DMEA Field Team, Region III

From: John Shaw
E. N. Harshman

Subject: DMEA Docket 4026 (Uranium), Harlan D. Fowler, Box claims, Converse County, Wyoming

Enclosed are the original and nine copies of a joint engineering and geologic report by Carl Belser, U. S. Bureau of Mines, and E. N. Harshman, U. S. Geological Survey, covering their recommendations on the subject application for exploration assistance.

The applicant proposes a program of exploration on the Box group of claims consisting of 21,000 feet of drilling, 200 feet of drifting and 15,000 cubic yards of bulldozer excavation at an estimated total cost of $20,900.

The property was examined by Carl Belser, and the geologic discussions are based on information furnished by Wm. N. Sharp, U. S. Geological Survey, who is currently mapping in the area and is very familiar with the subject property.

It is concluded that the program of exploration proposed by the applicant is not justified but that a much reduced program of drilling on the Box 3, 4, 10, and 11 claims may result in the discovery of modest uranium ore reserves.

A two stage program of drilling, consisting of 18 first stage and 37 second stage holes, at an estimated cost of $5,822.50, is recommended.

Reviewed by
DMEA OPERATING COMMITTEE
3-9-56
(date)

John F. Shaw
Superintendent of the Denver Experiment Station

E. N. Harshman
E. N. Harshman, Member, Field Team

Enclosures (10)

TRANSMITTED

MAR 1 1956

RECEIVED

MAR - 5 1956

UNITED STATES
DEPARTMENT OF THE INTERIOR
DOUGLAS McKAY, SECRETARY

DEFENSE MINERALS EXPLORATION ADMINISTRATION

REPORT OF EXAMINATION BY FIELD TEAM
REGION III

DMEA 4026

Box Claims

Harlan D. Fowler

Converse County, Wyoming

Uranium

Joint Engineering and Geological Report

by

Carl Belser, Mining Engineer
Bureau of Mines

E. N. Harshman, Geologist
Geological Survey

February 24, 1956

Reviewed by
DMEA OPERATING COMMITTEE
3-9-56
(date)

RECEIVED
MAR - 5 1956

CONTENTS

Page

Introduction and Summary..... 1

Acknowledgments..... 2

Location, Topography, and Climate..... 2

History and Production..... 3

Ownership and Extent..... 3

Locations..... 4

Present Status..... 6

Exploration and Development..... 6

Mining and Milling Equipment and other Facilities..... 7

Geology and Ore Deposits..... 7

Ore Reserves..... 9

Proposed Exploration with costs..... 9

Conclusions and Recommendations..... 14

ILLUSTRATIONS

Figure — Follows page

1. Location map, Box claims, Harlan D. Fowler, Converse County, Wyoming. DMEA 4026..... 2

2. Geologic map and location of proposed Stage I holes, Harlan D. Fowler, Box claims, Converse County, Wyoming. DMEA 4026..... 8

DMEA 4026

RECEIVED
MAR - 5 1956

BOX CLAIMS
HARLAN D. FOWLER
CONVERSE COUNTY, WYOMING

INTRODUCTION AND SUMMARY

Harlan D. Fowler, 1006 Cores Street, Longmont, Colorado, on October 1, 1955, applied for exploration assistance on his Box group of claims. The applicant proposed to explore the Wasatch formation by 21,000 feet of drilling, 200 feet of drifting, and 15,000 cubic yards of bulldozing at a total estimated independent contract cost of $20,900.

The property was examined by Carl Belser, Bureau of Mines, on November 30, 1955. The geologic part of this report is based on data supplied by William N. Sharp, Project Chief for the U. S. Geological Survey's Southern Powder River Basin Studies. The Box group, as submitted, consists of eleven unpatented claims. About 6,000 feet of drilling has been done by the A. E. C., Loma Uranium Company, and Harlan D. Fowler (fig. 2). Pits have been opened on Box claims nos. 4, 5, and 10.

The Box claims are in an area underlain by sandstones, siltstones, and claystones of the lower part of the Wasatch formation. Uranium deposits in the area are associated with sandstones and more particularly a color change from white, buff, or grey, to red. A color contact in a sandstone lens has been exploited by pits on the Box 4 and 5 claims and on the Box 10 claim. A production of about 500 tons of ore has

been made from the Box 4 and 5 claims and 300 tons from the Box no. 10 claim. Records on the first shipment show an average U_3O_8 content of 0.242 percent.

The examiners believe that exploration for additional ore in the red sandstone horizon containing the known ore bodies is warranted. They recommend an exploration program consisting of 6,950 feet (61 holes) of dry drilling at an estimated cost of $5,822.50, Government participation at 75 percent or $4,366.68.

ACKNOWLEDGMENTS

Harlan D. Fowler accompanied the examiner during the investigation.

The A. E. C. was consulted regarding the area before the examination was made.

LOCATION, TOPOGRAPHY, AND CLIMATE

The property included in the application consists of eleven unpatented claims in section 1, T. 35 N., R. 72 W., 6th P. M., Converse County, Wyoming (fig. 1).

The eleven unpatented claims lie on the northwest side of Box Creek at altitudes ranging from a low of about 5,150 feet on Box no. 6 claim to a high of 5,322 feet on Box no. 1 claim. Rainfall is light and operations can be carried on the year around although the winters are cold and windy. A 25-mile road, of which the first 15 miles are dirt, connects the property with the town of Douglas on U. S. Highway No. 87. The ore-buying depot is at Edgemont, S. D., 155 miles distant.

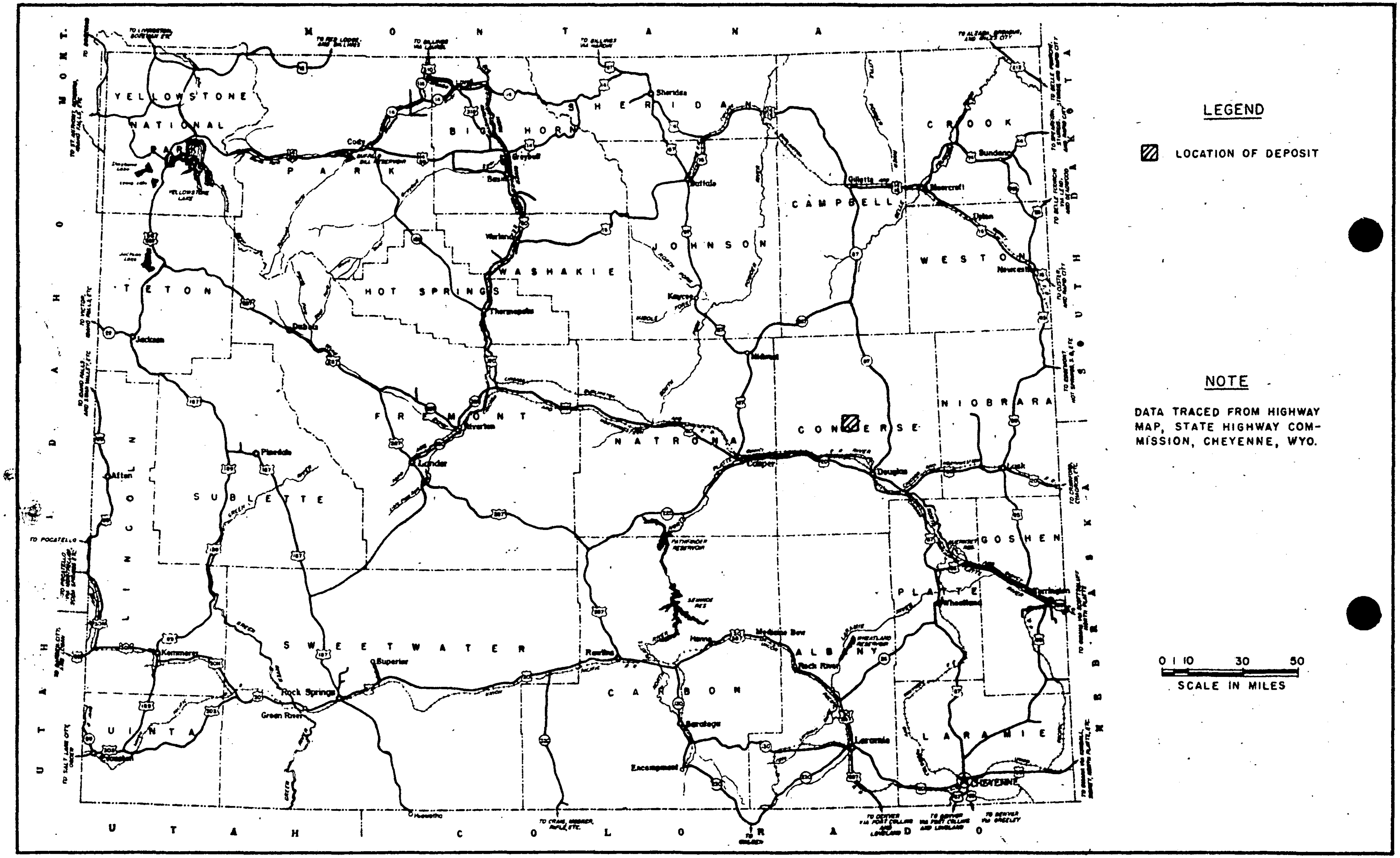


FIGURE 1 - LOCATION MAP, BOX CLAIMS, HARLAN D. FOWLER, CONVERSE COUNTY, WYO. DMEA 4026

Two railroads, the Chicago, Burlington, and Qunicy and the Chicago and Northwestern pass through Douglas. No timber is available near the property. Labor and supplies can be procured at Douglas. Water for drilling and mining use can be obtained from nearby Box Creek.

HISTORY AND PRODUCTION

The Box claims were located on June 1, 1953, by R. L. Peterson, V. H. Knisely, and J. Anderson. The claims were transferred to the American Uranium Company which in turn deeded them to the Loma Uranium Corporation. The A. E. C. drilled some holes on the claims in 1954. Later additional holes were drilled by both Loma and Fowler. On June 30, 1955, the property was obtained by Harlan D. Fowler.

Fowler has produced about 500 tons of ore from an open pit on the Box 4 and 5 claims and about 300 tons from a pit on the east end of the Box no. 10 claim. The first 168 tons shipped averaged 0.242 percent U_3O_8.

OWNERSHIP AND EXTENT

The property consists of the Box no. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 claims. These eleven unpatented claims are in a solid group, are owned by Harlan D. Fowler, and are subject to an overriding royalty by the original locators. The following is taken from the records of the County Recorder of Converse County, Wyoming:

LOCATIONS

Claim No.	Book	Page	Locator	Discovery Date	Date Recorded
Box no. 1	256	331	V. H. Knisely 1	6/1/53	6/8/53
Box no. 2	"	332	J. Anderson 3	"	"
Box no. 3	"	333	B. J. Peterson 2	"	"
Box no. 4	"	334	R. L. Peterson 4	"	"
Box no. 5	"	335	V. H. Knisely 1	"	"
Box no. 6	"	336	B. J. Peterson 2	"	"
Box no. 7	"	337	V. H. Knisely 1	"	"
Box no. 8	"	338	B. J. Peterson 2	"	"
Box no. 9	"	339	R. L. Peterson 4	"	"
Box no.10	"	340	V. H. Knisely 1	"	"
Box no.11	"	341	J. Anderson 3	"	"

Filed pursuant to Public Law 585-Lease Application

Box no. 1	265	452	American Uranium Corp.		5/4/54
Box no. 2	"	453	" " "		"
Box no. 3	"	454	" " "		"
Box no. 4	"	455	" " "		"
Box no. 5	"	456	" " "		"
Box no. 6	"	457	" " "		"
Box no. 7	"	458	" " "		"
Box no. 8	"	459	" " "		"
Box no. 9	"	460	" " "		"
Box no.10	"	461	" " "		"
Box no.11	"	462	" " "		"

Filed pursuant to public law 585-amended

Claim No.	Book	Page	Locator	Date Recorded
Box no. 1	271	15	American Uranium Corp.	11/8/54
Box no. 2	"	16	" " "	"
Box no. 3	"	17	" " "	"
Box no. 4	"	18	" " "	"
Box no. 5	"	19	" " "	"
Box no. 6	"	20	" " "	"
Box no. 7	"	21	" " "	"
Box no. 8	"	22	" " "	"
Box no. 9	"	23	" " "	"
Box no.10	"	24	" " "	"
Box no.11	"	25	" " "	"

Amended Locations

Box no. 1	270	505	Loma Uranium Corp.	11/1/54
Box no. 2	"	506	" " "	"
Box no. 3	"	507	" " "	"
Box no. 4	"	508	" " "	"
Box no. 5	"	509	" " "	"
Box no. 6	"	510	" " "	"
Box no. 7	"	511	" " "	"
Box no. 8	"	512	" " "	"
Box no. 9	"	513	" " "	"
Box no.10	"	514	" " "	"
Box no.11	"	515	" " "	"

Quit Claim Deeds

Claim No.	Book	Page	Locator	Date Recorded
Box no. 1-Box no.11	266	219	V. H. Kinsely to Loma Uranium Corp.	6/29/54
" " "	266	220	R. L. Peterson " " "	"
" " "	266	221	B. J. Peterson " " "	"
" " "	266	228	J. Anderson " " "	7/6/54

An overriding royalty agreement, dated 6/25/54, between Loma Uranium Corp. and Richard L. Peterson is recorded in Book 266, page 213.

Proof of labor, dated 6/23/55, is filed in Book 278, page 505.

A transfer of the claims from the Loma Uranium Corp. to Harlan D. Fowler is recorded on 6/30/55, in Book 279, page 481 and a second instrument is reocrded on 7/28/55, in Book 279, page 484.

The claims appear to be in order and no conflicting stakes were noticed on the property.

PRESENT STATUS

Exploration and Development

Pits have been dug on Box claims nos. 4, 5, and 10. The A. E. C. has done about 3,000 feet of drilling, the Loma Uranium Corp. about 2,500 feet, and Harlan D. Fowler has recently done some drilling on Box claims no. 1 and no. 2. No data from this recent drilling are available.

increase in grain size over those to the north; some are conglomeratic. Thin lignite beds and carbonaceous shale layers occur, randomly spaced throughout the section.

The Wasatch formation is typically drab in color throughout; however, a central zone containing red to partly red sandstone lenses, extends north along the axis of the Wasatch exposure to the Pumpkin Buttes. Occurrences of uranium minerals, chiefly carnotite, tyuyamunite and uranophane, have been found at many places in this central zone. It is significant that all uranium deposits thus far found in the Powder River Basin have been in sandstone and associated with the zone of color change from buff or gray to red.

The Box claims, in the southern part of the Powder River Basin, are in the lower part of the Wasatch formation which is approximately 300 feet thick in this area. This is also an area which contains partly red to red sandstone lenses interbedded with drab claystone and siltstone. Specifically a color change is present in sandstone lenses underlying Box claims 3, 4, 5, 6, 7, 10, and 11, as indicated on the accompanying map (fig. 2).

The color change is present in three separable sandstone units exposed in the area. The two mined areas are in one of these sandstone lenses and both pits overlie a color contact that trends northeast through the unit. The other two red sandstone lenses are not known to contain ore deposits in the Box claim area.

RECEIVED
MAR - 5 1956

ORE RESERVES

Ore reserves in the immediate vicinity of the pit on the Box 4 and 5 claims and the pit on the Box 10 claim are estimated at 200 tons more or less with a grade of 0.20 to 0.25 U_3O_8.

PROPOSED EXPLORATION WITH COSTS

The applicant has proposed the following development program:

Drilling 21,000 feet of holes on the Box nos. 1, 2, 3, 4, 8, and 9 claims at 65¢ a foot	$13,650.00	
Driving 200 feet of drift on Box no. 1 claim at $25.00 a foot	5,000.00	
Removal of 15,000 cubic yards of overburden at 15¢ a yard	2,250.00	
Total		$20,900.00

There is no geologic evidence to justify the entire exploration program proposed by the applicant. Significant uranium deposits in the Powder River Basin have been found only in the sandstone lenses of the Wasatch formation and more specifically at the contact between red and lighter colored parts of individual sandstone lenses.

Geologic mapping and previous drilling (fig. 2) indicate that red sandstone does not lie, at a reasonable depth at least, beneath the Box 1, 2, 8, and 9 claims included in the exploration program proposed by the applicant. The results of probing by the applicant of 18 holes drilled on these four claims, shows considerable anomalous

radioactivity. These holes were drilled in the summer of 1954 and were not probed until October 1955, thus there is a strong probability that many of the applicant's Babbel counter readings result from contamination of the holes in the interval between drilling and probing. According to the A. E. C. much of the anomalous radioactivity they found was not related to uranium and only three of the holes drilled by them on the Box 1, 2, 8, and 9 claims were mineralized. They contained a maximum of between 0.06 and 0.09 percent U_3O_8 over narrow thicknesses.

The examining team, for the reasons outlined above, considers that drilling on the Box 1, 2, 8, and 9 claims must be considered as blind prospecting without geologic justification. Exploration on these four claims is not recommended.

The Box 3, 4, 5, 6, 7, 10, and 11 claims are underlain in part by sandstone lenses and more particularly color contacts between red and light colored sandstone (fig. 2). Three separate sandstone lenses, in part red, have been mapped by Sharp as shown on figure 2. The stratigraphic interval between the top of the upper lens and the bottom of the lower one is estimated to be about 125 feet.

No ore has been found on the Box claims in either the upper or lower red sandstone lens, the middle lens being the ore horizon in the pits on the Box 4 and 5, and Box 10 claims.

The first stage of the program proposed by the examining team is designed principally to explore for the northward and eastward continuation of the middle red sandstone lens and more particularly to explore on the Box claims nos. 3, 4, 10, and 11 (fig. 2) for

the northern and eastern color contact between the red sandstone and light colored sandstone. This contact should lie at a depth of about 60 feet below the surface. However, holes 1 to 15, inclusive, are proposed to a depth of 125 feet in order to explore for ore bodies that may occur in all three red sandstone lenses. Holes 16 to 18, inclusive, are recommended for 50-foot depths to explore only the middle sandstone lens since there is little or no probability that the lower red sandstone lens continues northeasterly from its outcrop to the area of the pit on the Box 10 claim.

Recommended second stage drilling consists of a maximum of 37 holes 125 feet deep and 6 holes 50 feet deep to be used as offsets around favorable first stage holes or to further explore contacts between red and light colored sandstone which may be favorable for ore deposits. Stage II holes should be drilled no closer than within 50 feet of any previously drilled hole and should be approved by DMEA before drilling. Lithologic and radiometric logs should be prepared by the applicant and no hole should be considered completed until such logs are submitted to DMEA.

Cost estimates for the recommended program follow:

Stage I

Independent Contracts

Dry drilling 1,875 feet (15 125-foot holes) at 65¢ a foot	$1,218.75	
Dry drilling 150 feet (3 50-foot holes) at 65¢ a foot	97.50	
Total independent contracts		$1,316.25

Labor and supervision			
Supervisor .3 month at $500/mo.	$ 150.00		
Total labor and supervision		$150.00	
Operating materials and supplies			
Oil, gas, and repairs for pickup	$ 30.00		
Total operating materials and supplies		$ 30.00	
Operating equipment			
Pickup furnished by applicant	none		
Initial rehabilitation and repairs	none		
New buildings, improvements, etc.	none		
Miscellaneous			
Reports and bookkeeping .3 month at $50/mo.	$ 15.00		
Liability and compensation insurance and payroll taxes, 9 percent of $165	14.85		
Total Miscellaneous		$ 29.85	
Total estimated cost 2,025 feet of Stage I drilling			$1,526.10
Estimated cost per foot			$ .75

Stage II

Independent contracts			
Dry drilling 4,625 feet (37 125-foot holes) at 65¢ a foot	$3,006.25		
Dry drilling 300 feet (6 50-foot holes) at 65¢ a foot	195.00		
Total independent contracts		$3,201.25	

Labor and supervision			
Supervisor .7 month at $500/mo.	$ 350.00		
Total labor and supervision		$ 350.00	
Operating materials and supplies			
Oil, gas, and repairs for pickup	$ 70.00		
Total operating materials and supplies		$ 70.00	
Operating equipment			
Pickup furnished by applicant	none		
Initial rehabilitation and repairs	none		
New buildings, improvements, etc.	none		
Miscellaneous			
Reports and bookkeeping .7 month at $50/mo.	$ 35.00		
Liability and compensation insurance and payroll taxes 9 percent of $385.	34.65		
Total miscellaneous		$ 69.65	
Total estimated cost for 4,925 feet of Stage II drilling			$3,690.90
Estimated cost per foot			$ .75

Summary of Costs

Stage I (18 holes)		
2,025 feet of dry drilling at 75¢ a foot	$1,518.75	
36 chemical assays at $5 each	180.00	
Total estimated cost of Stage I		$1,698.75

Stage II (43 holes)			
4,925 feet of dry drilling at 75¢ a foot	$3,693.75		
86 chemical assays at $5 each	430.00		
Total estimated cost of Stage II		$4,123.75	
Total estimated cost of project			$5,822.50
Government participation at 75 percent or			$4,366.88
Time required for completion			1 month

CONCLUSIONS AND RECOMMENDATIONS

Ore deposits on the Box claim group of the applicant are related to contacts between red and light colored parts of sandstone lenses in the Wasatch formation. Three red sandstone lenses have been mapped by Sharp as shown on figure 2. Ore has been mined from the middle lens and exploration for additional ore is believed warranted in the area north and northeast of the pit on the Box 4 and 5 claims.

The ore potential of the area is not large and ore bodies with 500 to 1,000 tons of ore containing about 0.20 percent U_3O_8 are the maximum size that may be expected. Although drilling on 25-foot, or less, centers may be necessary to block out ore, drilling on 200-foot centers should delineate favorable areas and 50-foot offset holes should clearly indicate the potential of any particular mineralized area.

Government participation in a program of exploration estimated to cost $5,822.50 is recommended.

11-25-55 igm

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

November 21, 1955

224 New Customhouse
Denver 2, Colorado

Mr. Harlan D. Fowler
321 North 4th Avenue
Douglas, Wyoming

Re: Docket DMEA 4026 (Uranium),
Box Claims, Converse County,
Wyoming

Dear Mr. Fowler:

This will acknowledge receipt of your letter dated November 21, 1955 to which was attached one map of the Box claims with Babbel Counter Readings on some of the holes.

Your application has been placed in line for further processing.

Very truly yours,

W. M. Traver
Executive Officer, DMEA
Field Team, Region III

By J. W. Townsend
J. W. Townsend

HMC:ab

cc: Sec. Op. Comm. (2)

RECEIVED
NOV 25 1955

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

224 New Customhouse
Denver 2, Colorado

November 21, 1955

Memorandum

To: E. N. Harshman (with copy of map)
J. F. Shaw

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 4026 (Uranium), Harlan D. Fowler, Box Claims, Converse County, Wyoming

Enclosed is a copy of a letter from the applicant dated November 18, 1955 which is in reply to our letter to him dated November 17, 1955. Only one copy of the map we requested was forwarded by the applicant. This copy of the map is being forwarded to Mr. Harshman.

W. M. Traver

By J. W. Townsend
J. W. Townsend

Enclosures
HMC:ab
cc: Sec. Op. Comm. (2)
Docket 4026
Chron.

RECEIVED
NOV 25 1955

1006 Corey Street,
Longmont, Colorado.
November 18, 1955.

Mr. W. M. Traver, Executive Officer,
DMEA Field Team, Region III.
224 New Customhouse Building,
Denver 2, Colorado.

Re: Docket DMEA 4026 (Uranium)
Box Claims, Converse Co., Wyo.

Dear Mr. Traver:

In regards to your request of November 17th for four copies of a map showing the location of holes drilled by the AEC and the Loma Uranium Company, I am unable to supply them.

To supply you with some of the data so you may be able to evaluate the results I am enclosing a map prepared by the American Uranium Co. in which the AEC holes are incated. This company formerly owned the Box Claims I now have. Last month we probed these holes with the results indicated in pencil notations. Also are located the approximate positions of the several mining operations now under way. Inasmuch as we are seeking DMEA for only claims 1, 2, 3, 4, 8 and 9, there would not be any point in supplying all the data, except to say nearly all of them show very small radioactivity or mineralization. However, we are not discouraged by this condition and will continue to explore the area we are now working in.

Since making the original application we have moved into Claim #4 in which we have drilled our own holes and found mineralization despite the extensive AEC drilling records to the contrary.

I have no map of the drilling conducted by the Loma Uranium Company, but I am sure it was done entirely within the area reserved to us, particular in Claim #6. Again, the results were not encouraging.

If weather permits I expect to be in Grand Junction the forepart of next week, then proceed to Douglas, Wyo, where I may remain for a week or ten days. During that time I will advise you of the snow condition within the Box Claims.

Very truly yours,

Harlan D. Fowler

Harlan D. Fowler.

11-21-55 [illegible]

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED
NOV 21 1955

November 17, 1955

[illegible] New Customhouse
Denver 2, Colorado

Mr. Harland D. Fowler
301 North 4th Avenue
Douglas, Wyoming

Re: Docket DMEA 4026 (Uranium), Box Claims, Converse County, Wyoming

Dear Mr. Fowler:

Your application states that some of the Box claims were previously drilled by the AEC and the Lone Uranium Company. Will you please furnish this office four copies of a map showing the location of holes drilled by the AEC and the Lone Uranium Company, and the information gained from that drilling as these data will be needed in evaluating your property.

When we receive four copies of the aforementioned map and your advice as to favorable weather conditions, a field examination will be scheduled and you will be advised of the date so that you or your representative may be present.

Very truly yours,

W. M. Traver
Executive Officer, DMEA
Field Team, Region III

By J. W. Townsend
J. W. Townsend

WMC:ab
cc: Harland D. Fowler
1006 Coney St.
Longmont, Colorado
Harshman
Shaw (2)
Sec. Op. Comm. (2)
Docket 4026
Chron.

11-18-55 [illegible]

RECEIVED
NOV 17 1955

November 10, 1955

Memorandum

To: W. M. Traver, Executive Officer, DMEA Field Team, Reg. III

From: Acting Supt., Denver Experiment Station, Reg. III

Subject: Docket DMEA 4026 (Uranium), Harlan D. Fowler, Box claims, Converse County, Wyoming

The above brochure was received in this office on November 9, 1955.

An examination will be made and suitable report prepared by an engineer from this office.

JOHN F. SHAW
John F. Shaw

cc: 2/w orig.
E. N. Harshman
Sec. Op. Com (2)

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED NOV 14 1955

November 8, 1955

224 New Customhouse
Denver 2, Colorado

Memorandum

To: J. F. Shaw (With brochure)
E. H. Harshman

From: Executive Officer, DMEA Field Team, Region III

Subject: Docket DMEA 4086 (Uranium), Harlan D. Fowler, Box claims, Converse County, Wyoming

Enclosed is a copy of the subject application in the amount of $20,900.00. A field examination and suitable report are requested.

The applicant came to the Regional office November 7, 1955 and requested that, in the event of a field examination after November 16, 1955, he be notified at 321 North Fourth Avenue, Douglas, Wyoming.

W. M. Traver

By J. W. Townsend

Enclosures

HMC:ab
cc: Sec. Op. Comm. (2)

Surname Copy
700

Ching
Kuester
Hughes
Williams
Selfridge
Ellis

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

NOV - 2 1955

Mr. Harlan D. Fowler
1006 Corey Street
Longmont, Colorado

Re: Docket No. DMEA-4026 (Uranium)
Bex Claims
Converse County, Wyoming

Dear Mr. Fowler:

The application for assistance in exploring the subject property in Converse County, Wyoming, under the captioned docket number, has been reviewed by the Rare and Miscellaneous Metals Division of the Defense Minerals Exploration Administration. It has been referred to the Executive Officer of Region III at the following address:

Mr. W. M. Traver
Executive Officer
DMEA Field Team, Region III
224 New Customhouse Building
Denver 2, Colorado

The Regional Office will contact you in regard to your project if additional information is required.

Sincerely yours,

Frank E. Johnson

ACTING Administrator

MChing/izm
11/1/55
cc to: Admr.'s Reading File
Docket
Code 700
Mr. Ching
DMEA Field Team, Region III (2)

R.C.G.

Surname Copy
700

Ching
Williams
Selfridge
Ellis
Johnson

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

NOV - 2 1955

Mr. W. M. Traver
Executive Officer
DMEA Field Team, Region III
224 New Customhouse Building
Denver 2, Colorado

Re: Docket No. DMEA-4026 (Uranium)
Marlan D. Fowler
Box Claims
Converse County, Wyoming

Dear Mr. Traver:

The subject application is being referred to you for investigation, a field examination if warranted, and recommendation. A copy of the application was retained by your office.

Enclosed are two copies each of memoranda by John E. Crawford, USBM, and T. H. Kiilsgaard, USGS, dated October 26, 1955.

It is noted that all eleven claims are included in the legal description of the land under 3(a) of the application, but the proposed work is confined to claims 1, 2, 3, 4, 8, and 9, and the Applicant is currently producing from claims 5 and 10. It is suggested that the examiners come to a clear understanding with the Applicant in regard to the claims that are to be included in the project in the event a contract is recommended.

Sincerely yours,

George C. Selfridge

Chairman, Operating Committee (JB)

Enclosures

APPROVED:

/s/ Robert W. Geehan (JB)
Member, Bureau of Mines

W. P. Williams (JB)
Member, Geological Survey

MChing/izm
11/1/55
cc to: Admr.'s Reading File
Operating Committee
Docket
Mr. Ching
Messrs. JECrawford, Rm. 3641
THKiilsgaard, Rm. 5224
JOHosted, Rm. 3210, GSA
Code 700

R.C.S.

10/27/55 gla

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF MINES
WASHINGTON 25, D. C.

RECEIVED
OCT 27 1955

October 26, 1955

Memorandum

To: Ernest William Ellis, DMEA Member
Uranium Commodity Committee, Room 4443

From: John E. Crawford, Bureau of Mines Member
Uranium Commodity Committee

Subject: Application for assistance, DMEA Docket 4026, Harlan D. Fowler, Converse County, Wyo.

I have reviewed the attached application dated October 17, 1955, of Harlan D. Fowler, Converse County, Wyo. The application was received in this office on October 24, 1955. It has been discussed with Joseph O. Hosted, Washington representative of the Atomic Energy Commission.

The applicant has requested DMEA participation in uranium exploration on 6 claims located in the Powder River Basin, Converse County, Wyo. The proposed project consists of (1) 21,000 feet of drilling at 65 cents per foot, (2) about 200 feet of drifting, with considerable timbering, at $25 per foot of drift, and (3) removal of 15,000 cubic yards of overburden at 15 cents per cubic yard. The total estimated cost of the program is $20,900.

The ore bodies in the ~~Poison~~ Powder River Basin are usually found in pods and are of relatively high grade. The unit costs listed in the application for drilling, drifting, and bulldozing appear to be reasonable. Since July 30, 1955, the applicant has shipped 380 tons of uranium ore to the Edgemont, S. Dak., buying station from claims adjoining those for which DMEA participation is requested.

We recommend that the application be sent to the field team and that they be requested to consult with D. L. Everhart, Acting Chief, Denver Exploration Branch, Atomic Energy Commission.

John E. Crawford
John E. Crawford

Attachment

10/27/55 gla

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

RECEIVED
OCT 27 1955

October 26, 1955

Memorandum

To: E. W. Ellis, Defense Minerals Exploration Administration

From: Thor H. Kiilsgaard, U. S. Geological Survey

Subject: Review of application, DMEA Docket 4026, Box Group of Claims, Converse County, Wyoming.

The applicant controls the Box Group of Claims, Nos. 1 through 11 in sec. 1, T. 35 N., R. 72 W., Converse County, Wyoming. He proposes to explore Box claims 1, 2, 3, 4, 8, and 9 with a total of 21,000 feet of rotary drilling, the cost of the drilling estimated at 65 cents per foot. He also proposes 200 feet of drifting and some bulldozing, the total cost of the contract to aggregate $20,900.00.

The applicant directs attention to the fact that some Box claims were previously drilled by the AEC and the Loma Uranium Company, and notes that although AEC holes were only 50 feet apart some ore pods were missed only to be found by later drilling by the applicant, some of the latter holes being only 10 feet apart. He states that 380 tons of ore have been shipped from pods found in Box claims 5 and 10, and has submitted records confirming the shipment of 180.05 wet tons, the total payment he received from those shipments aggregating $4,507.41.

I can find no records in our files on the Box claims property. Mr. Joe Hosted of the AEC states that the Commission drilled on the property during the summer of 1954 and that as of September of that year incomplete assay reports from the drilling suggested an indicated ore reserve of 96 tons and an inferred reserve of 192 tons, the grade of the reserves being estimated at 0.14% U_3O_8.

From the information on hand it would appear that Box claims ore bodies are small and of shallow depths. If drilling on 50-foot centers by the Commission failed to find all of the ore pods it is questionable if DMEA drilling on wider-spaced centers would be too effective. If the pods are so small that drilling on 10- to 15-foot centers is necessary one cannot help but wonder if the amount of ore that may be found is not too slight to warrant the exploration program.

As the applicant's property is producing and obviously has some merit, it is recommended that the application be referred to the field for a field examination. The Field Team should request the applicant to submit to them copies of a map showing the location of holes drilled by the AEC and the Loma Uranium Company, and the information gained from that drilling as these data will be needed in evaluating the property. Personnel in the AEC office in Denver should also be consulted as they undoubtedly have additional information on the Box property.

Thor H. Kiilsgaard

Thor H. Kiilsgaard

October 20, 1955

Subject: DMEA-4026
Re:

Harlan D. Fowler
1006 Corey St.,
Longmont, Colorado

Dear Sir:

The receipt of your application dated October 1, 1955 for exploration assistance under the Defense Production Act of 1950, as amended, is hereby acknowledged.

Your application has been assigned Docket Number DMEA-4026 and referred to the Rare & Miscellaneous Division.

Kindly identify all future correspondence relating to your application by this docket number.

Sincerely yours,

Robert E. Adams, Chief
Operations Control and
Statistics Division

60932

October 20, 1955

Memorandum

To: Executive Officer, DMEA Field Team, Region III

From: Chief, Operation's Control and Statistics Division

Subject: Assignment of Docket Number

There is listed below the assigned docket number to an application recently received from Region III.

DMEA-4026 Harlan D. Fowler

Robert E. Adams
Chief, Operation's Control
and Statistics Division

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED
OCT 2 1955

October 17, 1955

4026

224 New Customhouse
Denver 2, Colorado

Memorandum

To: Secretary of the Operating Committee, DMEA

From: Executive Officer, DMEA Field Team, Region III

Subject: Application for DMEA Aid, (Uranium), Box Claims, Converse County, Wyoming

Enclosed are three copies of the subject application in the smount of $20,900.00.

One copy of the application is being retained in our files.

W. M. Traver

W. M. Traver

Enclosures

UNITED STATES
DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION
WASHINGTON 25, D. C.

RECEIVED
OCT 1 1955

October 17, 1955

224 New Customhouse
Denver 2, Colorado

Mr. Marland D. Fowler
1006 Corey Street
Longmont, Colorado

DMEA-4026

Re: Application for DMEA Aid,
(Uranium), Box claims,
Converse County, Wyoming

Dear Mr. Fowler:

This will acknowledge receipt of your letter dated October 15, 1955 and your application for DMEA aid on the Box claims in Converse County, Wyoming.

Your application has been placed in line for further processing.

W. M. Traver

W. M. Traver

HMC:ab
cc: Sec. Op. Comm. (2)
Harshman
Docket
Chron.

1006 Corey Street,
Longmont, Colorado,
October 15, 1955.

DMEA
Date Rec'd.
OCT 17 1955
BUREAU OF MINES
Denver, Colorado

U.S.Department of Interior,
Bureau of Mines,
Attention: W.M.Traver,
New Customhouse Building,
Denver, Colorado.

Dear Mr.Traver:

Enclosed are quadruplicate copies of MF-103 form filled out, including B/P sketches of the Box Claims and photostats of statements of uranium ore shipped to the American Smelting & Refining Company. Also are three bids submitted by contractors, in quadruplicates, concerning the prevailing cost of drilling exploratory holes in this area. The delay in forwarding this application was due to obtaining these bids.

Also enclosed are newspapers' clippings from several Douglas, Wyoming, papers, pertaining to the recent development and mining operation of the Box Claims.(one copy)

Under paragraph 4-c of the application is noted the fact that considerable exploratory drilling has been done (Summer of 1954) by the AEC and Loma Uranium Company. Although some mining work was done by Loma no uranium ore was shipped and the entire project abandoned. After careful investigation and some exploration by a mechanical post hole driller, I bought the Box Claims and started operation July 30, 1955. Since that date we have shipped over 380 tons to Edgemont,S.D. and have a stockpile of about 90 tons ready to ship. Mining operation is expected to continue through the winter months.

A map of the AEC drilling program (not inclosed) indicated that their drilling work on claim #10 did not come near the spot where we discovered uranium ore and from which has been shipped about 125 tons. Also dispite the extensive drilling on claim #5 we discovered many bodies of high grade ore of which about 255 tons has been shipped.

This paradox requires some explanation. Where some of the AEC holes indicated mineralization we confined our drilled holes to close spacing near them, many only 10 feet apart. After opening the pit on claim #5 we found the ore pods were usually between the AEC holes which were spaced 50 feet apart. This happened so frequently it is now our regular procedure to drill holes at closely spaced intervals 10 to 15 feet apart and rarely over 35 feet deep.

Although the drilling schedule shown on the accompanying charts indicate widely spaced holes it is our conviction that a DMEA program should consider some plan similar to ours if exploration is to be successfully achieved. It is also believed our claims will develop many bodies of rich uranium ore if a careful drilling program is employed and thereby set a precedent for the rest of the Powder River Basin area.

Another situation which should be mentioned is that there is almost no continuous layer of hard sandstone or rock under the overburden. The ground is so soft in many places that many of the drilled holes would partly fill up from loose sand and thus prevent probing for mineralization at depths. For this reason drilling operation should come first and bulldoze afterward near the hottest holes to uncover the ore. In claim #10 we bulldozed down about 10 feet while in claim #5 we are now down to about 25 feet.

It was considered advisable to go into details about our operations in this letter rather than in the application at this time so the Government officials may give these factors proper consideration when the studying the application.

Very truly yours,

Harlan D. Fowler

Harlan D.Fowler.

DMEA
Date Rec'd.

MF-103
(Revised April 1952)

UNITED STATES DEPARTMENT OF THE INTERIOR
DEFENSE MINERALS EXPLORATION ADMINISTRATION

Form Approved.
Budget Bureau No. 42-R1035.2.

OCT 17 1955

RECEIVED
OCT 20 1955
BUREAU OF MINES
Denver, Colorado

APPLICATION FOR AID IN AN EXPLORATION PROJECT, PURSUANT TO DMEA ORDER 1, UNDER THE DEFENSE PRODUCTION ACT OF 1950, AS AMENDED

Not to be filled in by applicant

Docket No. 4026
Metal or Mineral Uranium
Date Received 10-20-55
Estimated Cost 20,900.
Participation (Government %)

INSTRUCTIONS

1. *Name of applicant.*—(*a*) State here your full legal name, in the form in which you will wish to contract, and your mailing address: Harlan D. Fowler
1006 Corey Street,
Longmont,
Colorado

(*b*) If other than an individual, add to your name above whether a corporation, partnership, etc., and the name of the State in which incorporated or otherwise organized: None

(*c*) If a corporation, add to above statement, titles, names and addresses of officers. None

(*d*) If a partnership, add to the above statement the names and addresses of all partners. None

2. *General.*—Read DMEA Order 1, "Government Aid in Defense Exploration Projects," before completing this application. Submit this application and all accompanying papers in quadruplicate (four copies), with your name and address on each sheet of the application and on all accompanying papers. Where sufficient space is not provided on the form for all required information, state it on an accompanying paper, with a reference in each case to the instruction to which it refers by number. Comply with all applicable instructions; or, if not applicable, so state. File the application with Defense Minerals Exploration Administration, Department of the Interior, Washington 25, D. C., or with the nearest field executive officer thereof.

3. *Applicant's property rights.*—(*a*) State the legal description of the land upon which you wish to explore, including all land which you possess or control that may be benefited by the exploration, and excluding any land or interest in land which is not to be included in the exploration project contract Box Claims No.1 to 11 inclusive, located in Section One (1), Township Thirty-five (35) North, Range Seventy-two (72) West, Converse County, Wyoming. Mining Deed and Receipt recorded in Book 279 page 481 and 484, respectively.

(*b*) State any mine name by which the property is known. Unorganized

(*c*) State your interest in the land, whether owner, lessee, purchaser under contract, or otherwise Owner

(*d*) If you are not the owner, submit with this application a copy of the lease, contract, or other document under which you control the property.

(*e*) If you own the land, describe any liens or encumbrances on it None

(*f*) If the land consists of unpatented claims, add to the description above, the book and page numbers for each recorded location notice. Box Claims 1 to 11, Book 270 pages 505 to 515, from Lone Uranium Co. and Book 271 pages 15 to 25, from American Uranium Co.

4. *Physical description.*—(*a*) Describe in detail any mining or exploration operations which have been or now are being conducted upon the land, including existing mine workings and production facilities. State your interest, if any, in such operations. Also describe accessibility of mine workings for examination purposes. See attached pages

(*b*) State past and current production, and ore reserves, if any, giving quantities and grades.

(*c*) Describe the geologic features of the property, including mineralization, type of deposit (vein, bedded, etc.), and your reasons for wishing to explore. Illustrate with maps or sketches. Send with your application (but not necessarily as a part of it) any geologic or engineering report, assay maps, or other technologic information you may have, indicating on each whether you require its return to you.

(*d*) State the facts with respect to the accessibility of the project: Access roads, distances to shipping, supply and residence points.

(*e*) State the availability of manpower, materials, supplies, equipment, water, and power.

5. *The exploration project.*—(*a*) State the mineral or minerals for which you wish to explore .....

(*b*) Describe fully the proposed work, including a map or sketch of the property showing a plan (and cross sections if needed) of any present mine workings, and the location of the proposed exploration work as related to such features as contacts, veins, ore-bearing beds, etc.

(*c*) The work will start within ..... days and be completed within ..... months from the date of an exploration project contract.

(*d*) State the operating experience and background of the applicant with relation to the ability to carry out such exploration project, and also that of the person or persons who will supervise the operations.

6. *Estimate of costs.*—Furnish a detailed estimate of the costs of the proposed work (you will have to use a separate sheet), under the following headings. Add the totals under all headings to give the estimated total cost of the project:

(*a*) *Independent contracts.*—(Note.—If the applicant does not intend to let any of the work to contractors, write "none" after this item. To the extent that the work is to be contracted, do not repeat the cost of the contract-work in subsequent items.) State the cost of any proposed independent contracts for the performance of all or any part of the work, expressed in terms of units of work (such as per foot of drilling, per foot of drifting, per hour of bulldozer operations, per cubic yard of material moved, etc.).

(*b*) *Labor, supervision, consultants.*—Include an itemized schedule of numbers, classes and rates of wages, salaries or fees for necessary labor, supervision and engineering and geological consultants.

(*c*) *Operating materials and supplies.*—Furnish an itemized list, including items of equipment costing less than $50 each, and power, water and fuel.

(*d*) *Operating equipment.*—Furnish an itemized list of any operating equipment to be rented, purchased, or which is owned and will be furnished by the Operator, with the estimated rental, purchase price, or suggested use-allowance based on present value, as the case may be.

(*e*) *Rehabilitation and repairs.*—Furnish a detailed list showing the cost of any necessary initial rehabilitation or repairs of existing buildings, installations, fixtures, and movable operating equipment, now owned by the Operator and which will be devoted to the exploration project.

(*f*) *New buildings, improvements, installations.*—Furnish a detailed list showing the cost of any necessary buildings, fixed improvements, or installations to be purchased, installed or constructed for the benefit of the exploration project.

(*g*) *Miscellaneous.*—Furnish a detailed list showing the cost of repairs to and maintenance of operating equipment (not including initial rehabilitation or repairs of the Operator's equipment), analytical work, accounting, workmen's compensation and employers' liability insurance, and payroll taxes.

(*h*) *Contingencies.*—Give an estimate of any necessary allowances for contingencies not included in the costs stated above.

NOTE.—No items of general overhead, corporate management, interest, taxes (other than payroll and sales taxes), or any other indirect costs, or work performed or costs incurred before the date of the contract, should be included in the estimate of costs.

7. (*a*) Are you prepared to furnish your share of the cost of the proposed project in accordance with the regulations on Government participation (Sec. 7, DMEA No. 1)? Yes

(*b*) How do you propose to furnish your share of the costs?

☐ Money ☐ Use of equipment owned by you ☐ Other

Explain in detail on acompanying paper.

CERTIFICATION

The undersigned, whether as an individual, corporate officer, partner, or otherwise, both in his own behalf and acting for the applicant, certifies that the information set forth in this form and accompanying papers is correct and complete, to the best of his knowledge and belief.

Dated October 1, 1955

Harlan D. Fowler
(Applicant)

By .....

Title 18, U. S. Code (Crimes), Section 1001, makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as to any matter within its jurisdiction.

U. S. GOVERNMENT PRINTING OFFICE 16—66551-1

Harlan D. Fowler,
1006 Corey Sreet,
Longmont, Colorado.

4-a. Of the 11 claims we are confining exploration and mining activities to claims 5,6,7,10, and 11. Uranium ore has been mined and produced from claims 5 and 10. I have a mining operation agreement with Lawrence and Mellville concern as operator. The claims are 25 miles north of Douglas, Wyoming, and easily accessible to trucks and cars.

4-b. About 140 tons were shipped in August and over 165 tons in September. Drilling for reserves proceeds with the operation. The initial test shipment assayed 0.14 but later shipments dumped at Edgemont, S.D. has been 0.27 and 0.47, as determined by AEC at Grand Junction, Colo. We do not know the assays yet for the September shipments. See attached photostats

4-c. The claims are in the Powder River Basin, in Watsatch formation (tw) in rolling country with few faults except where streams occur. Mineralization is carnotite and is found in pods or beds. This was one of the first places discovered by aerial reconnaisance anomoly about 2 years ago. The AEC has done about 3,000 feet of drilling and Lone Uranium Co. about 2,500 feet within the above mentioned claims in active operation. None has been done, so far as I know, in claims 1,2,3,4,8, and 9, theares in which we wish to explore further. It is believed ore will be found at depths greater than 100 feet as already found in other areas some 20 miles NW of the Box claims. We do not possess any engineering report, geologic or assay maps. We can refer you to the recent Geologic Survey Map MR 8216 entitled "The Uranium Deposits in the United States," which is helpful.

4-d. The roads to the Box Claims are very good, except possibly in inclement weather. Of the 25 miles of road from Douglas 10 miles are paved. It is 155 miles to Edgemont, S.D., the buying station for this area. Douglas is a self contained town of over 2,000 people, with several hotels and motels.

4-e. We do not seem to lack manpower, material, supply sources, water and power. We have our own equipment adequate for the purpose.

5-a. Carnotite is the mineral we have been mining with a small amount of vanadium.

5-b. Sketch showing the entire Box Claims is attached, in whichare indicated the present mine operations. Separate map of each of claim 1,2,3,4, 8 and 9 are attached giving the location of the proposed exploration work to be accomplished, together with particular features of the terrain, etc.

5-c. The work will start within 10 days and be completed within 6 months, allowing for inclement weather, from the date of an exploration project contract.

5-d. The applicant is an Aeronautical Engineer of some 35 years experience, turned prospecting just a year ago in the Front Range area between Boulder and Fort Collins, Colo. Attended an adult class given by the University of Colorado, Denver, Colo, in prospecting, etc. last Fall. Has studied and observed various mining and drilling operations in Utah, Colorado, New Mexico and Wyoming, and studied the practicalproblem of reconciling radioactive count in relation to chemical assays, as applied to out of equilibrium ore.

The supervisor of operations is F.L.Lawrence, has been engaged in constructing dams, highways, and general bulldozing work for years as a contractor around Rapid City, S.D. and in Montana. A year ago he commenced prospecting anddrilling exploration in the Pumpkin Buttes district, engaged in mining and evaluation of uranium ore. He is in charge of all similar operations on the Box Claims, with 4-5 men under him.

Harlan D.Fowler,
1006 Corey Street,
Longmont,Colorado.

6. Estimate of Costs.

a. It is proposed to drilling total of about 21,000 feet of holes in claims 1,2,3,4,8 and 9, as follows:

Claim 1	(contain a steep hill)----	5,000 ft.
" 2	(continuation of hill)----	3,500 "
" 3	(numerous draws)----	5,000 "
" 4	(rolling land)----	2,500 "
" 8	(" ")----	2,500 "
" 9	(" ")----	2,500 "
Total footage	----------	21,000 "

Total cost of drilling @ 65¢ per foot --------- $13,650.00

Attached are estimates from 3 drilling concerns for comparison.

The highest point on claim 1 (about 200 feet high) may require some drifting with considerable timbering. 200 feet of drifting at $25.00 per foot ---------- 5,000.00

The rest of the operation will be by bulldozing to prove up the ore after favorable drilling and probe readings. Usually two caterpillar D7s and an International Tractor TD-14 are used simultaneously as considerable hard sandstone and boulders are encountered under the overburden. These cost $12.00 each per hour to operate. With these it is possible to remove material at 15¢ per cubic yard. Assuming about 2,500 cu.yds. per claim or a total of 15,000 cu.yds. ¢ 0.15 ---------- 2,250.00

Total estimated cost of exploration work: ---------- 20,900.00

6-b. The men are experienced in bulldozing and drilling operation --- 4 @ $350.00 per month
1 assistant @ $200.00 " "
1 supervisor @ $600.00 " "
1 geologist @ $450.00 " "

6-c. Operating material and supplies is included.

6-d. Operating equipment is owned by the operator Mr. Lawrence.

1 International Tractor TD-14	$15,000	
2 Caterpillar D7	15,000	each
1 Rock Ripper used with caterpillar	2,500	
1 Tourneupull	15,700	
1 Loader and scoop (Cat D4)	11,600	
1 drilling outfit and air compressor(*)	17,600	
1 pickup for water,oil and fuel	650	
1 pickup	1,600	
1 pickup	500	
1 Complete acetylene and electric welder	2,600	

(*) Longyear Type A driller and Denver-Gardner 210 compressor

6-e. Rehabilitation and repairs. None

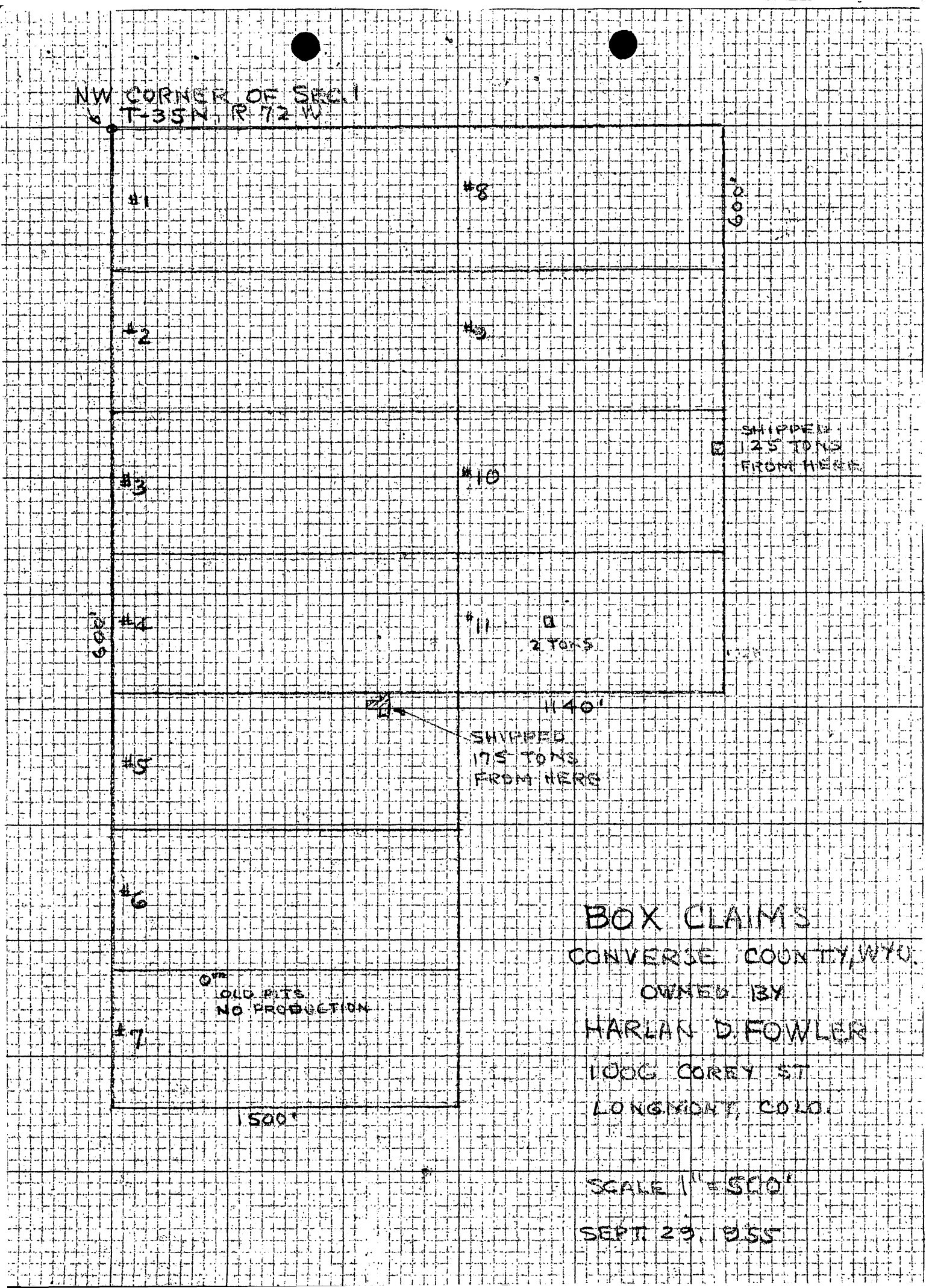
6-f. New buildings,improvements, installation. None

6-g. Miscellaneous. No cost for repairs and maintenance. Analytical work and accounting at $300.00 per month. Workmen's compensation 3.0% of payroll, employers' liability insurance 4.5% and payroll tax 2.0%.

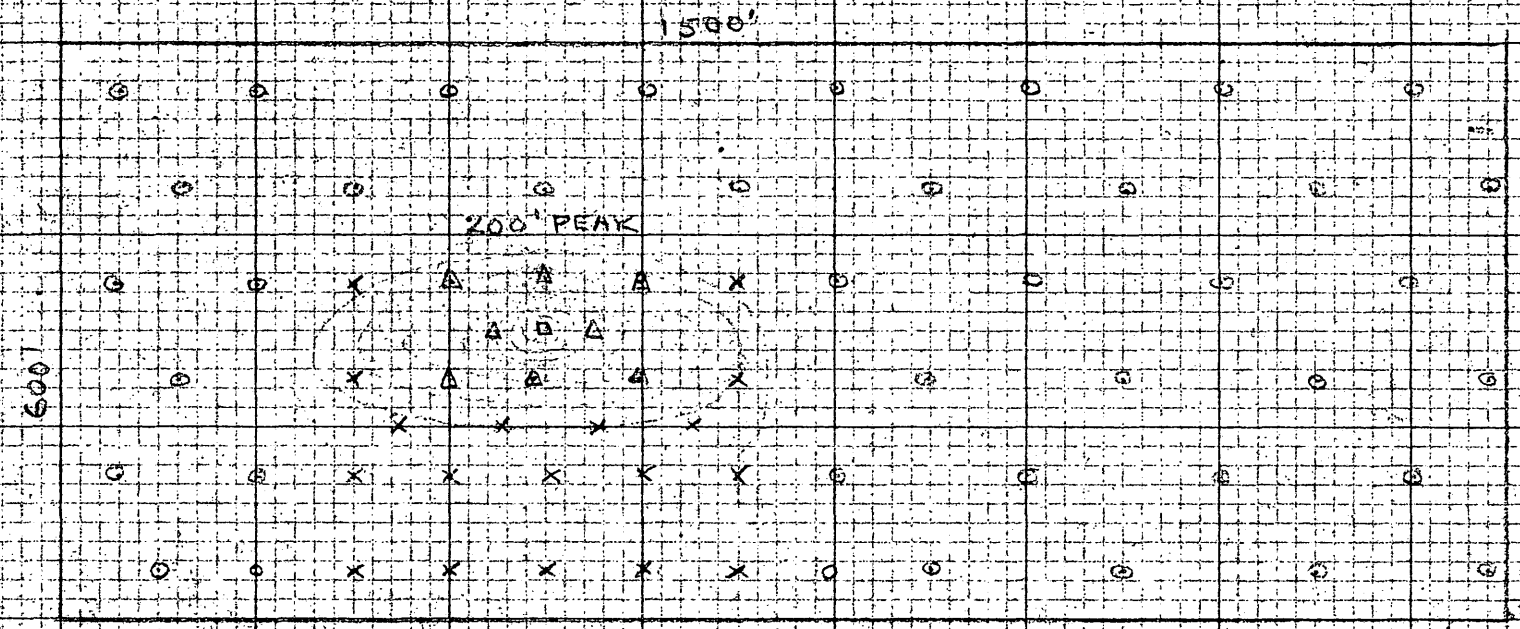
6-h. Contingencies. None

7-a. We are prepared to share our cost of the proposed project.

7-b. Money. It is proposed to defray our 25% obligation of DMEA by assuming on a pro-rata basis the cost of operating drilling and bulldozing equipments, with the government paying us the 75% cash.


NW CORNER OF SEC. 1
T-35N, R 72 W
#1
#2
#3
#4
#5
#6
#7
#8
#9
#10
#11
600'
600'
SHIPPED
125 TONS
FROM HERE
2 TONS
1140'
SHIPPED
175 TONS
FROM HERE
OLD PITS
NO PRODUCTION
1500'
BOX CLAIMS
CONVERSE COUNTY, WYO.
OWNED BY
HARLAN D. FOWLER
1000 COREY ST
LONGMONT, COLO.
SCALE 1" = 500'
SEPT. 29, 1955

BOX CLAIM #1



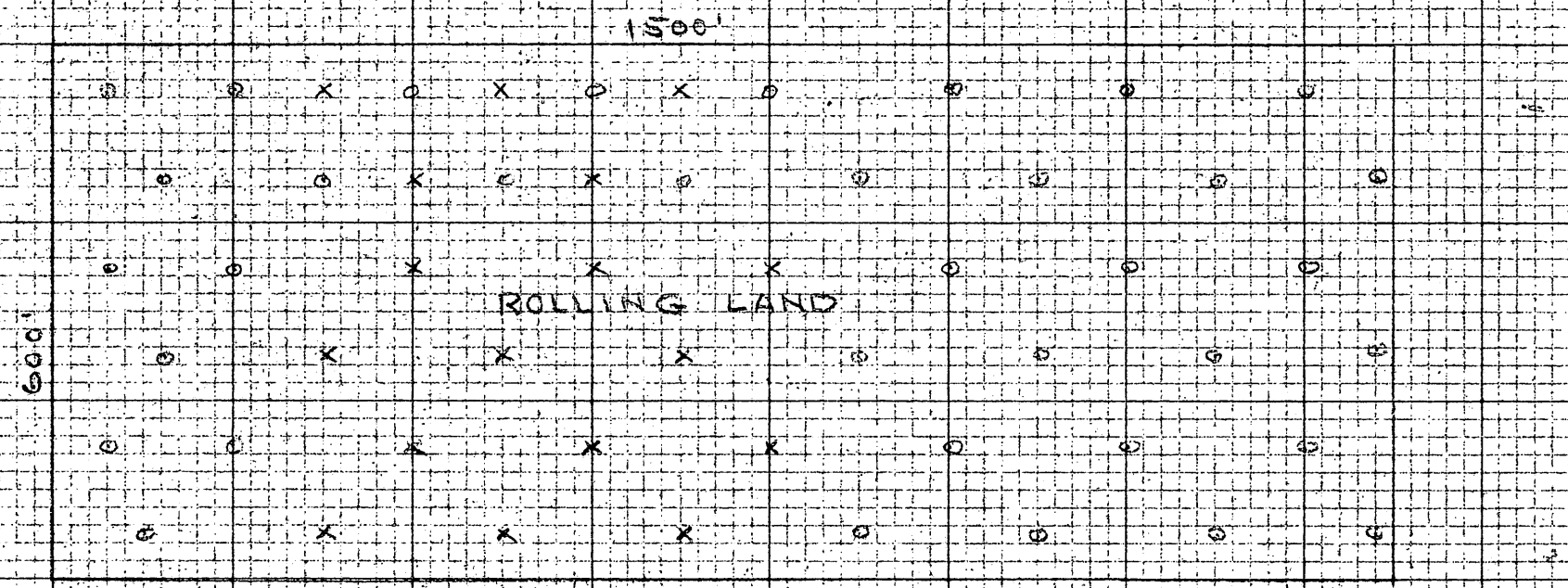
50 FEET HOLE O
100 " " X
150 " " △

40X50' HOLES = 2000'
18X100' " = 1800'
8X150' " = 1200'
TOTAL " 5000'

CONVERSE COUNTY, WYO
SCALE 1" = 200'
SEPT. 29, 1955

HARLAN D. FOWLER
1006 COREY ST.
LANGMONT, COLO.

BOX CLAIM #2



50 FEET HOLE O
100 " " X

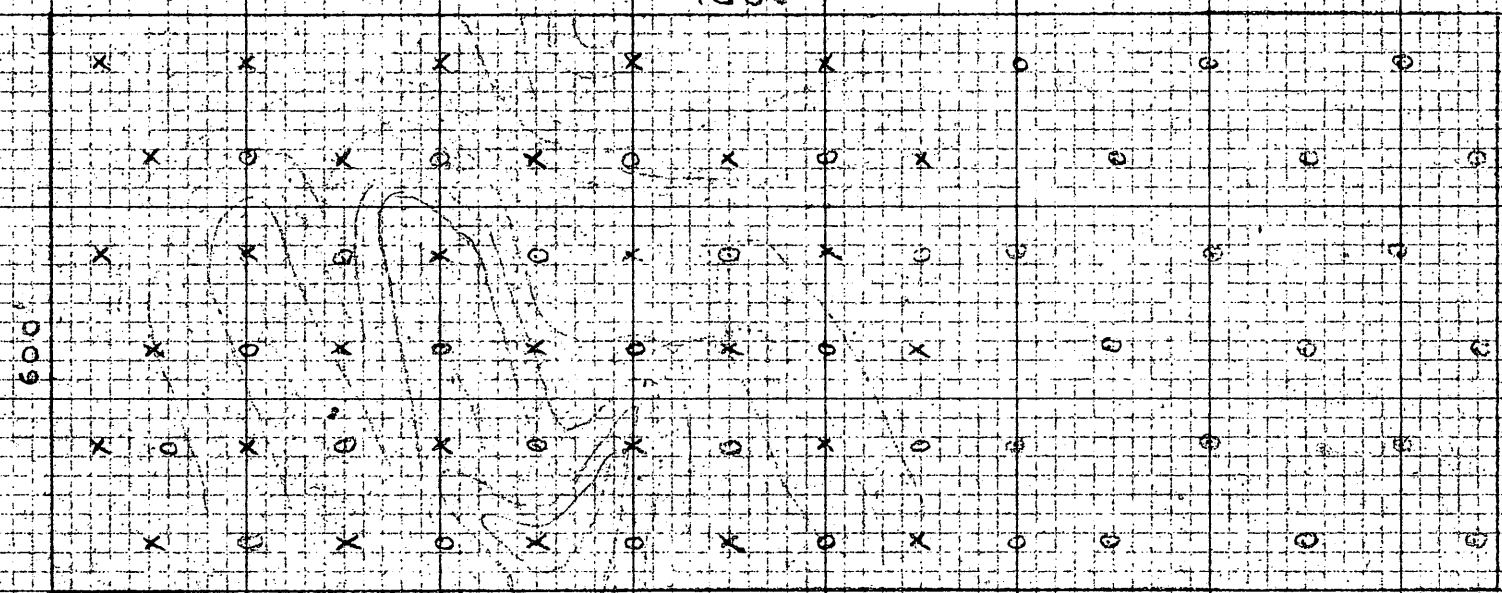
36 X 50' HOLES = 1,800'
17 X 100' " = 1,700'
TOTAL " = 3,500'

CONVERSE COUNTY, WYO
SCALE 1" = 200'
SEPT. 29, 1955

HARLAN D. FOWLER
1006 COREY ST.
LONGMONT, COLO.

RECEIVED
OCT 20 1955

BOX CLAIM #3



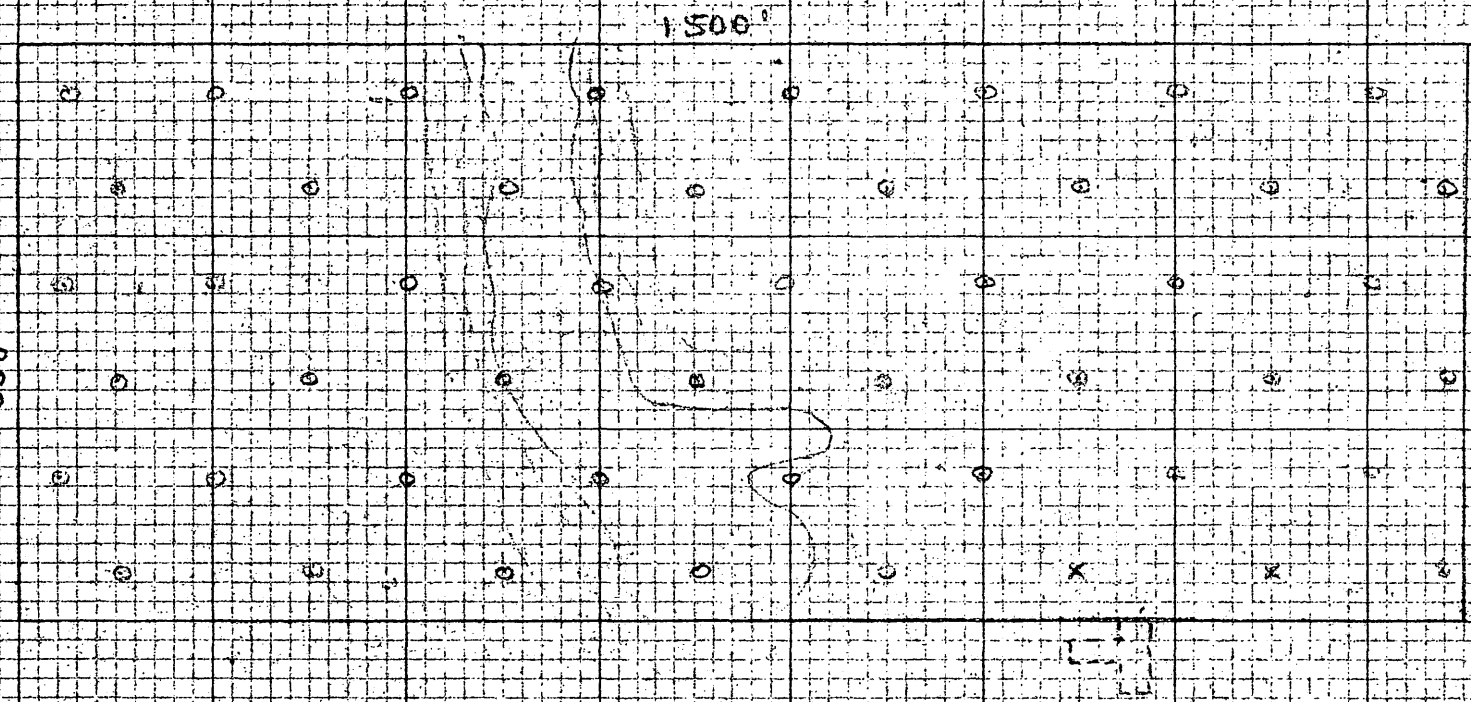
50 FEET HOLE O
100 " " X

40 X 50' HOLES = 2,000'
30 X 100' " = 3,000'
TOTAL " 5,000'

CONVERSE COUNTY, WYO.
SCALE 1" = 200'
SEPT. 22, 1955

HARLAN D. FOWLER
1006 COREY ST
LONGMONT, COLO

BOX CLAIM #4



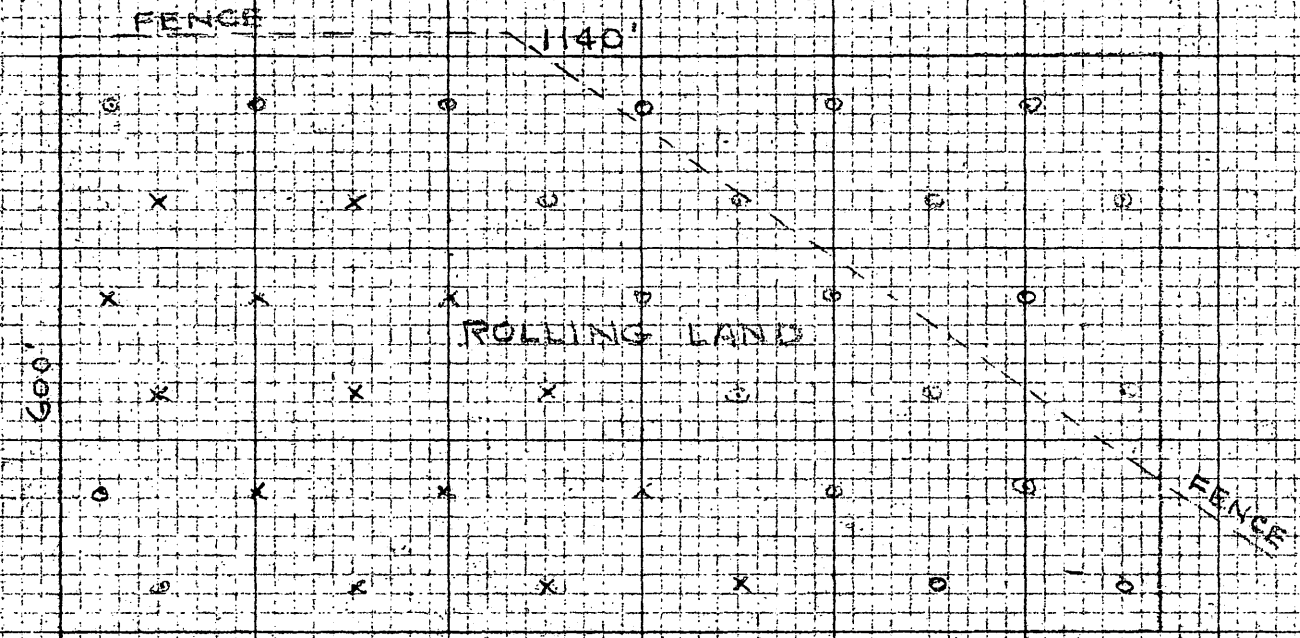
50 FEET HOLE O
00 " " X

46 X 50' HOLES = 2,300'
2 X 100' " = 200'
TOTAL 2,500'

CONVERSE COUNTY, WYO.
SCALE 1" = 200'
SEPT. 29, 1955

HARLAN D. FOWLER
1006 COREY ST
LONGMONT, COLO.

BOX CLAIM #8



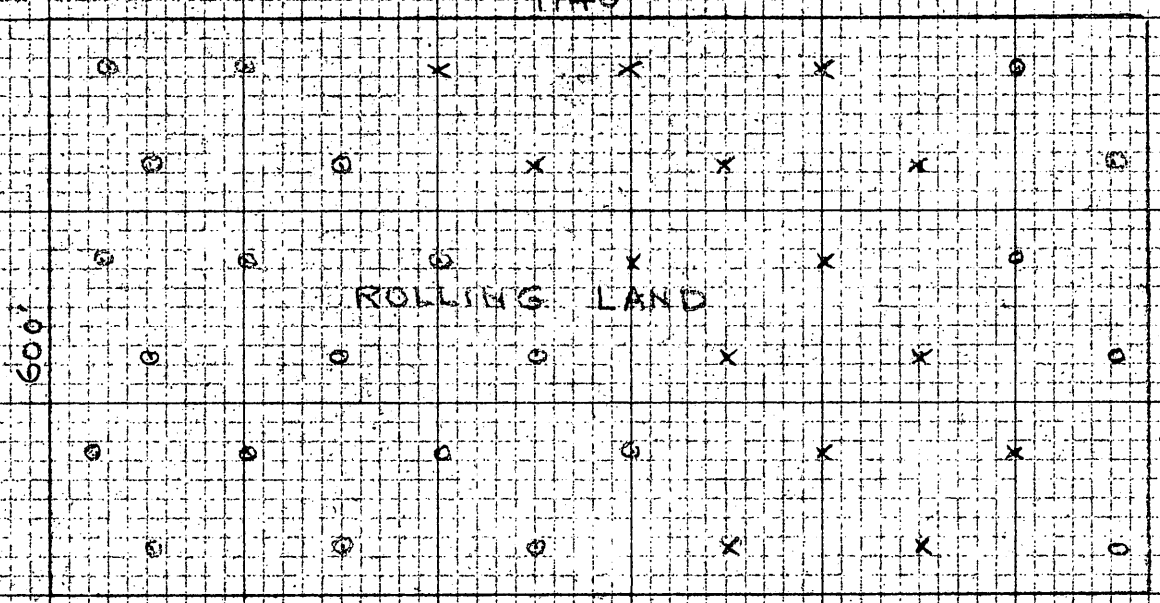
50 FEET HOLE o
100 " " X

22 X 50' HOLES = 1,100'
14 X 100' " = 1,400'
TOTAL " = 2,500'

CONVERSE COUNTY, WYO
SCALE 1" = 200'
SEPT. 29, 1955

HARLAN D. FOWLER
1006 COREY ST
LONGMONT, COLO.

BOX CLAIM #9



50 FEET HOLE o
100 " " X

22 X 50' HOLES = 1,100'
14 X 100' " = 1,400'
TOTAL " 2,500'

CONVERSE COUNTY, WYO
SCALE 1" = 200'
SEPT. 29, 1955

HARLAN D. FOWLER
1006 COREY ST.
LONGMONT, COLO.

RECEIVED
OCT 2 0 1995

Form No. O-4 8-54 25M

COLORADO PLATEAU URANIUM ORE PROJECT

American Smelting and Refining Company, Ore Purchasing Agent For
United States Atomic Energy Commission

Receiving Station Edgemont — Grand Junction, Colorado August 26 1955

Liquidation No. 8358 — Lot No. 1959 — Shippers Lot No.

Bought of Harlan D. Fowler — A.E.C. License No. P-T

Address 1006 Crosby Street; Longmont, Colorado

Type of Ore Uranium Bearing — Contract No. — Date Received 8-8-55

Mining Claim Box #5 — Mining District Unorganized — Pile No. 6

Lot No.	Wet Weight Pounds	H_2O	Dry Weight Pounds	SETTLEMENT ASSAYS			CONTENTS POUNDS		
				U_3O_8	V_2O_5	$CaCO_3$	U_3O_8	V_2O_5	$CaCO_3$
1959	24480	7.40	22668	0.14	0.13	1.9	31.74	29.47	430.69

U308	Per Lb.	Per Ton	Short Tons	Total Value
0.14% = 2.8# at	2.30	6.44	11.3340	$ 72.99
Development allowance 2.8# at	.50	1.40	-	15.87
TOTAL U308 PAYMENT		7.84	11.3340	$ 88.86
Haulage allowance (163) 100 miles @ 6¢ per wet ton mile			12.2400	73.44
TOTAL				$162.30
V205				
0.13% = 2.6# at	.31	.806	11.3340	9.14
TOTAL GROSS PRICE				$171.44
Deductions:				- - - -
NET PROCEEDS				$171.44

Correct CFK — Paid 8-29-55
Checked DPR — Vo. No. 8/475
Approved HCJ — Check No. 2A

hs

I certify that I am the lawful owner or authorized Representative of the Lawful Owner, of the Ore described in this Settlement Sheet and have legal right to deliver the same to the Commission.

I certify that I hold the A. E. C. Source Material License numbered above.

I hereby transfer to the Commission, effective as of the date of delivery of the ore, all my right, title and interest in and to said ore.

I will accept the amount as shown above as "Total Gross Price" in full settlement, except for final quarterly adjustment for average V_2O_5—U_3O_8 ratio, for sums due to me on account of the ore deliveries described herein. Harlan D. Fowler

Harlan D. Fowler
Seller or Agent

Buyers assays govern if Seller fails to submit his assays prior to acceptance of payment.
All rates paid are based on U. S. Atomic Energy Commission Published Schedules.

Sept. 9, 1955

Form No. O-4 8-54 25M

COLORADO PLATEAU URANIUM ORE PROJECT

American Smelting and Refining Company, Ore Purchasing Agent For
United States Atomic Energy Commission

Receiving Station Edgemont — Grand Junction, Colorado September 15, 19 55

Liquidation No. 8537 — Lot No. 2015 — Shippers Lot No.

Bought of Harlan D. Fowler — A.E.C. License No. P-2572

Address 1006 Crosby Street, Longmont, Colorado

Type of Ore Uranium Bearing — Contract No. — Date Received 8/26/55

Mining Claim Box 5 — Mining District Unorganized — Pile No. 6

Lot No.	Wet Weight Pounds	H_2O	Dry Weight Pounds	SETTLEMENT ASSAYS U_3O_8	V_2O_5	$CaCO_3$	CONTENTS POUNDS U_3O_8	V_2O_5	$CaCO_3$
2015	104010	7.16	96558	0.16	0.12	1.6	154.49	115.87	1544.93

U308	Per Lb.	Per Ton	Short Tons	Total Value
0.16% = 3.2# at	2.70	8.64	48.2790	$ 417.13
Development allowance 3.2# at	.50	1.60	"	77.25
TOTAL U308 PAYMENT		10.24	48.2790	494.38
Haulage allowance (163) 100 miles @ 6¢ per wet ton mile			52.0050	312.03
TOTAL				$ 806.41
V205				
0.12% = 2.4# at	3.	744	48.2790	35.92
TOTAL GROSS PRICE				$ 842.33
Deductions:				- - - -
NET PROCEEDS				$ 842.33

Correct CFK
Checked DFR
Approved HCJ

Paid 9/16/55
Vo. No. 9/191
Check No. 320

br

I certify that I am the lawful owner or authorized Representative of the Lawful Owner, of the Ore described in this Settlement Sheet and have legal right to deliver the same to the Commission.

I certify that I hold the A. E. C. Source Material License numbered above.

I hereby transfer to the Commission, effective as of the date of delivery of the ore, all my right, title and interest in and to said ore.

I will accept the amount as shown above as "Total Gross Price" in full settlement, except for final quarterly adjustment for average V_2O_5—U_3O_8 ratio, for sums due to me on account of the ore deliveries described herein. Harlan D. Fowler

Harlan D. Fowler
Seller or Agent

Buyers assays govern if Seller fails to submit his assays prior to acceptance of payment.
All rates paid are based on U. S. Atomic Energy Commission Published Schedules.

Sept. 23, 1955

®

Form No. O-4 8-54 25M

COLORADO PLATEAU URANIUM ORE PROJECT

American Smelting and Refining Company, Ore Purchasing Agent For
United States Atomic Energy Commission

Receiving Station Edgemont — Grand Junction, Colorado September 22 1955

Liquidation No. 8602 — Lot No. 2023 — Shippers Lot No.

Bought of Harlan D. Fowler — A.E.C. License No. P-2572-A

Address 1006 Crosby Street; Longmont, Colorado

Type of Ore Uranium Bearing — Contract No. — Date Received 8/31/55

Mining Claim Box #5 — Mining District Unorganized — Pile No. 6

Lot No.	Wet Weight Pounds	H_2O	Dry Weight Pounds	SETTLEMENT ASSAYS U_3O_8	V_2O_5	$CaCO_3$	CONTENTS POUNDS U_3O_8	V_2O_5	$CaCO_3$
2023	127960	6.83	119220	0.27	0.21	1.5	321.89	250.36	1788.30

U308	Per Lb.	Per Ton	Short Tons	Total Value
0.27% = 5.4# at	3.50	18.90	59.6100	$1126.63
Development allowance 5.4# at	.50	2.70	"	160.95
Premium in excess of 4# per ton (5.4# - 4#) = 1.4# at	.75	1.05	"	62.59
TOTAL U308 PAYMENT		22.65	59.6100	$1350.17
Haulage allowance (163) 100 miles @ 6¢ per wet ton mile			63.9800	383.88
TOTAL				$1734.05
V205				
0.21% = 4.2# at	.31	1.302	59.6100	77.61
TOTAL GROSS PRICE				$1811.66
Deductions:				- - - -
NET PROCEEDS				$1811.66

Correct CFK
Checked RLP
Approved HCJ

Paid September 22, 1955
Voucher No. 9/297
Check No. 422

I certify that I am the lawful owner or authorized Representative of the Lawful Owner, of the Ore described in this Settlement Sheet and have legal right to deliver the same to the Commission.

I certify that I hold the A. E. C. Source Material License numbered above.

jcw

I hereby transfer to the Commission, effective as of the date of delivery of the ore, all my right, title and interest in and to said ore.

I will accept the amount as shown above as "Total Gross Price" in full settlement, except for final quarterly adjustment for average V_2O_5—U_3O_8 ratio, for sums due to me on account of the ore deliveries described herein.

Harlan D. Fowler
Seller or Agent

Buyers assays govern if Seller fails to submit his assays prior to acceptance of payment.
All rates paid are based on U. S. Atomic Energy Commission Published Schedules.

Sept. 28, 1955

RECEIVED
OCT 7 - 1996

Form No. O-4 8-54 25M

COLORADO PLATEAU URANIUM ORE PROJECT

American Smelting and Refining Company, Ore Purchasing Agent For
United States Atomic Energy Commission

Receiving Station Edgemont — Grand Junction, Colorado September 22 19 55

Liquidation No. 8603 — Lot No. 2033 — Shippers Lot No.

Bought of Harlan D. Fowler — A.E.C. License No. R-2572

Address 1006 Crosby Street; Longmont, Colorado

Type of Ore Uranium Bearing — Contract No. — Date Received 8/31/55

Mining Claim Box #5 — Mining District Unorganized — Pile No. 6

Lot No.	Wet Weight Pounds	H_2O	Dry Weight Pounds	SETTLEMENT ASSAYS U_3O_8	V_2O_5	$CaCO_3$	CONTENTS POUNDS U_3O_8	V_2O_5	$CaCO_3$
2033	26000	5.10	24674	0.47	0.24	1.5	115.97	59.22	370.11

U308	Per Lb.	Per Ton	Short Tons	Total Value
0.47% = 9.4# at	3.50	32.90	12.3370	$405.90
Development allowance 9.4# at	.50	4.70	"	57.98
Premium in excess of 4# per ton (9.4# - 4#) = 5.4# at	.75	4.05	"	49.96
TOTAL U308 PAYMENT		41.65	12.3370	$513.84
Haulage allowance (16) 100 miles @ 6¢ per wet ton mile			13.0000	78.00
TOTAL				$591.84
V205				
0.24% = 4.8# at	.31	1.488	12.3370	18.36
TOTAL GROSS PRICE				$610.20
Deductions:				- - -
NET PROCEEDS				$610.20

Correct CFK
Checked DPR
Approved HCJ

Paid September 22, 1955
Voucher No. 9/297
Check No. 422

gw

I certify that I am the lawful owner or authorized Representative of the Lawful Owner, of the Ore described in this Settlement Sheet and have legal right to deliver the same to the Commission.

I certify that I hold the A. E. C. Source Material License numbered above.

I hereby transfer to the Commission, effective as of the date of delivery of the ore, all my right, title and interest in and to said ore.

I will accept the amount as shown above as "Total Gross Price" in full settlement, except for final quarterly adjustment for average V_2O_5—U_3O_8 ratio, for sums due to me on account of the ore deliveries described herein.

Harlan D. Fowler
Seller or Agent

Buyers assays govern if Seller fails to submit his assays prior to acceptance of payment.
All rates paid are based on U. S. Atomic Energy Commission Published Schedules.

Sept. 28, 1955

®

Form No. O-4 8-54 25M

COLORADO PLATEAU URANIUM ORE PROJECT

American Smelting and Refining Company, Ore Purchasing Agent For
United States Atomic Energy Commission

Receiving Station Edgemont — Grand Junction, Colorado September 23 19 55

Liquidation No. 8660 — Lot No. 2040 — Shippers Lot No.

Bought of Harlan D. Fowler — A.E.C. License No. P-2572-A

Address 1006 Crosby Street; Longmont, California

Type of Ore Carnotite — Contract No. — Date Received 9-2-55

Mining Claim Box #5 — Mining District Unorganized — Pile No. 8

Lot No.	Wet Weight Pounds	H_2O	Dry Weight Pounds	SETTLEMENT ASSAYS U_3O_8	V_2O_5	$CaCO_3$	CONTENTS POUNDS U_3O_8	V_2O_5	$CaCO_3$
2040	77670	5.85	73127	0.26	0.20	0.9	190.13	146.25	658.14

U308	Per Lb.	Per Ton	Short Tons	Total Value
0.26% = 5.2#at	3.50	18.20	36.5635	$665.45
Development allowance 5.2# at	.50	2.60	-	95.07
Premium in excess of 4# per ton (5.2# - 4#) = 1.2# at	.75	.90	-	32.91
TOTAL U308 PAYMENT		21.70	36.5635	$ 793.43
Haulage allowance 100 miles @ 6¢ per wet ton mile			38.8350	233.01
TOTAL				$1026.44
V205				
0.20% = 4.0# at	.31	1.24	56.5635	45.34
TOTAL GROSS PRICE				$1071.78
Deductions:				- - - -
NET PROCEEDS				$1071.78

Correct CFK
Checked DPR
Approved HCJ

Paid 9-26-55
Vo. No. 9/326
Check No. 449

hs

I certify that I am the lawful owner or authorized Representative of the Lawful Owner, of the Ore described in this Settlement Sheet and have legal right to deliver the same to the Commission.

I certify that I hold the A. E. C. Source Material License numbered above.

I hereby transfer to the Commission, effective as of the date of delivery of the ore, all my right, title and interest in and to said ore.

I will accept the amount as shown above as "Total Gross Price" in full settlement, except for final quarterly adjustment for average V_2O_5—U_3O_8 ratio, for sums due to me on account of the ore deliveries described herein. Harlan D. Fowler

Harlan D. Fowler
Seller or Agent

Buyers assays govern if Seller fails to submit his assays prior to acceptance of payment.
All rates paid are based on U. S. Atomic Energy Commission Published Schedules.

Oct. 2, 1955

®

P. O. BOX 96

PHONE 487-J

STACY DRILLING COMPANY

DOUGLAS, WYOMING

October 10, 1965

Mr. Marlon D. Fowler
821 North 6th Street
Douglas, Wyoming

Dear Mr. Fowler:

To submit the following bid on various amounts of drilling to be done on the Don Claims in Converse County, Wyoming.

Total footage of Drilled Holes	Depth of Drilled Holes ... ft.	100 ft.	100 ft.
750	$1.00	$1.00	$1.00
1250	.70	.75	.75
1500	.70	.75	.75
2000	.60	.70	.70
5000	.60	.60	.60
5000	.60	.60	.60
10000	.60	.60	.60

The type of equipment available for this drilling is a Mayhew 1000 combination air and water drill with a 500 cfm Gardner Denver air compressor and a 5 X 6 Wheatley mud pump. A 700 gallon water tank truck is available for use with this unit if some water drilling is necessary.

Yours very truly,

STACY DRILLING COMPANY

BY L. L. Stacy

Lawrence & Mellville
536 South 7th Ave.
Douglas, Wyo.

October 12, 1955.

Mr. Harlan D. Fowler,
321 North 4th. Ave.,
Douglas, Wyoming.

Dear Mr. Fowler:

With respect to the proposed drilling program on the Box Claims 1 to 11 in Converse County, Wyoming, we submit a bid to drill 50, 100, and 150 foot depth holes, varying from a total footage of 1,000 to 10,000 feet, respectively, for the uniform price of $0.65 per foot.

We have a Longyear Type A driller with a swivel head, and use a Denver-Gardner 210 air compressor. A Babbel Counter Model 610 and a 500-foot reel is used for probing the holes for mineralization.

Very truly yours,

L. L. Lawrence

Lawrence & Mellville

SUBMITTAL OF BID
Drilling

I, Lee B. Smathers hereby submit the following bid for drilling on claims (Lode mining) know as the Box Claims, located in Converse County, Wyoming in Section 1, T35N.,R72W. 6th P. M., Wyoming.

Bid price per drilled footage as follows:

Holes of 150 foot depth; Max. total 1500 feet, Min. total 750 feet,
Bid price--- $.75 Per foot.

Holes of 100 foot depth; Max. total 10,000 feet, Min. 2000 feet total,
Bid price--- $.70 Per foot.

Holes of 50 foot depth; Max. total 10,000 feet, Min. total 2000 feet total,
Bid price--- $.65 Per foot.

Minimum footage of 4750 feet- - - - - - - - - - - - - - - - -$3252.50

Maximum footage of21800 feet - - - - - - - - - - - - - - - - -$14,625.00

Drilling unit to be used, drills a 4¼ inch hole, capable of 1,000 feet in depth; and unit is known as a Mayhew 1000 retory drill.

Drill holes will be confined to the Box Claims, Section 1, T35N.,R72W., 6th P. M., Wyoming. Corring and abnormal sample circulation will incurr an additional charge.

Bid submitted this 14 day of October, 1955 in Douglas, Wyoming, and presented to F. L. Lawrance known to Lee B. Smathers as the Contractor of operations of the Box Claims.

Lee B. Smathers
LEE B. SMATHERS

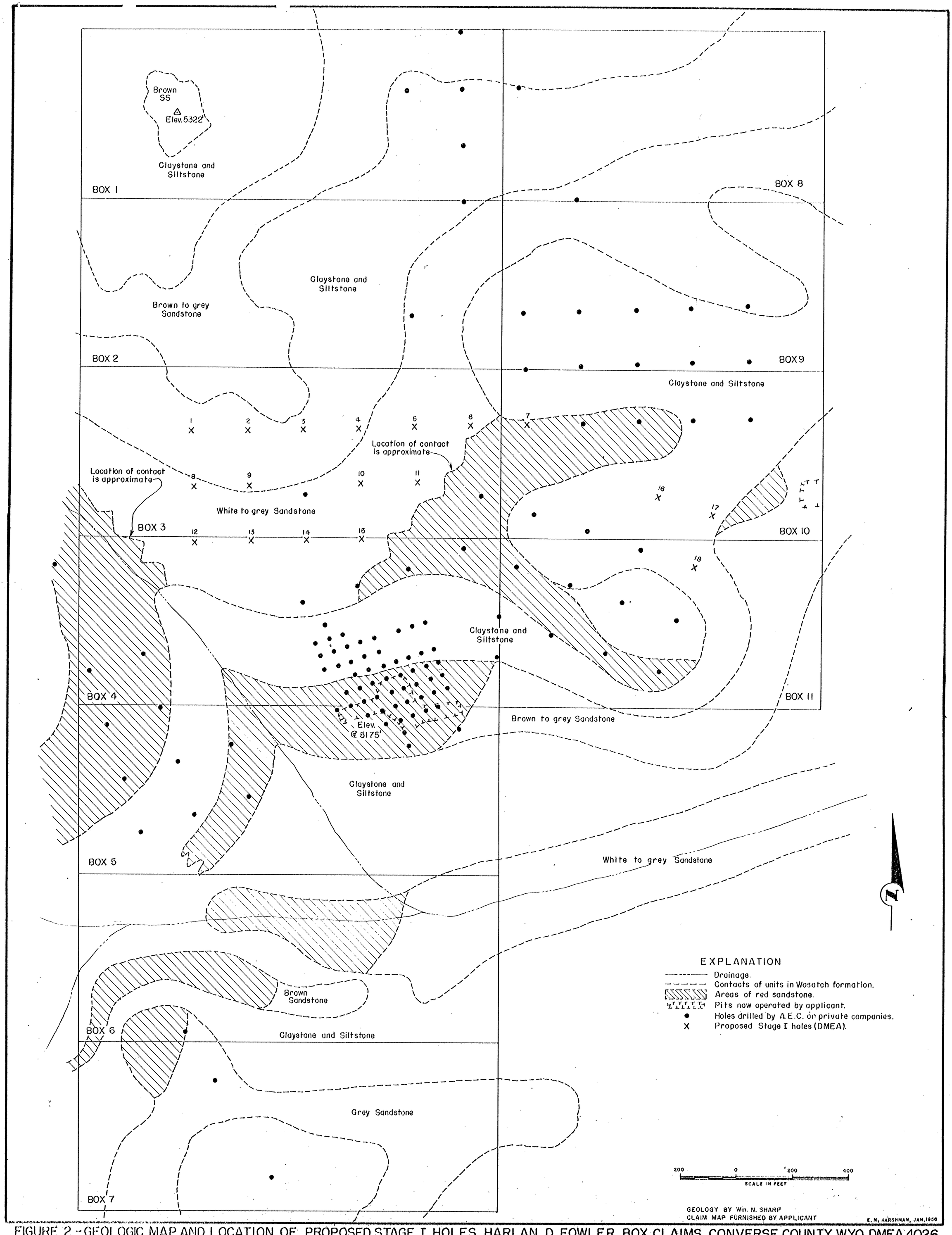


FIGURE 2 - GEOLOGIC MAP AND LOCATION OF PROPOSED STAGE I HOLES, HARLAN D. FOWLER, BOX CLAIMS, CONVERSE COUNTY, WYO. DMEA 4026