

ENTRY NO. 125628 DATE 2-1-82 TIME 1:45 FEE 200.50
FOR PAT SHEA BOOK 146 PAGE 180-336
RECORDER JOE DEAN HUBER BY SUSAN DAY

When Recorded Return To:
Patrick Shea
% Van Cott, Bagley
Suite 1600
Salt Lake City, Utah
84144

LEASE

THIS LEASE made and entered into as of the 29 day of January, 1982 by and between STICHTING MAYFLOWER RECREATIONAL FONDS, an entity formed under the laws of the Netherlands, STICHTING MAYFLOWER MOUNTAIN FONDS, an entity formed under the laws of the Netherlands, (hereinafter collectively designated "Lessors") and Deer Valley Resort Company, a Utah limited partnership (hereinafter designated "DV").

WITNESSETH

WHEREAS, Lessors represent that they are the owners of the real property (hereinafter designated the "Stichting Property") situated in Wasatch County and Summit County, State of Utah, described in Exhibit A, attached hereto and by this reference made a part hereof, which Stichting Property is subject to:

(a) A Mortgage (hereinafter designated the "First Lon Mortgage") dated November 16, 1972, from Lon Investment Company, a Utah corporation (hereinafter designated "LIC"), to Newpark Resources, Inc., a Nevada corporation (hereinafter designated "Newpark"), which First Lon Mortgage was recorded as Entry No. 98935, in Book 87, Page 135, in the office of the County Recorder of Wasatch County, Utah; and

(b) A Mortgage (hereinafter designated the "Second Lon Mortgage") dated November 17, 1972, from LIC to Newpark, which Second Lon Mortgage was recorded as Entry No. 98936, in Book 87, Page 142, in the office of the County Recorder of Wasatch County, Utah, and as Entry No. 118680 in Book M45, Page 17, in the office of the County Recorder of Summit County, Utah; and

(c) A Trust Deed (hereinafter designated the "RLR Trust Deed") executed by Rosslare Realty N.V., a corporation organized and existing under the laws of Curacao, Netherlands Antilles, and duly qualified to do business as a foreign corporation in the State of Utah (hereinafter designated "RLR"), as "Trustor," wherein LIC is designated as "Beneficiary" and Stewart Title of Utah is designated as "Trustee," which RLR Trust Deed was recorded as Entry No. 110869, in Book 113, Page 560, in the office of the County Recorder of Wasatch County, Utah, and as Entry No. 139929, in Book M99, Page 43, in the office of the County Recorder of Summit County, Utah; and

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WHEREAS, East Utah Mining Company, a Utah corporation (hereinafter designated "East Utah") and LIC executed and

delivered a certain Agreement (hereinafter designated the "East Utah Supplemental Agreement") dated August 1, 1973, recorded as Entry No. 109987, in Book 111, Page 648, in the office of the County Recorder of Wasatch County, Utah, a copy of which East Utah Supplemental Agreement is attached hereto as Exhibit B and by this reference made a part hereof; and

WHEREAS, East Utah and LIC executed and delivered a certain "Uniform Real Estate Contract", dated as of August 1, 1973, a copy of which East Utah Real Estate Contract was attached as Exhibit A to the East Utah Supplemental Agreement described in and recorded as set forth in the immediately preceding paragraph and attached hereto as Exhibit B; and

WHEREAS, the real property described in Exhibit C, attached hereto and by this reference made a part hereof (hereinafter designated the "East Utah Property") is a portion of the real property which is the subject of the East Utah Real Estate Contract; and

WHEREAS, East Utah and LIC executed and delivered a certain Addendum to Agreement dated August 1, 1973 (hereinafter designated the "East Utah Addendum") dated April 12, 1977, which East Utah Addendum was recorded as Entry No. 109988, in Book 111, Page 661, in the office of the County Recorder of Wasatch County, Utah, a copy of which is attached hereto as Exhibit D and by this reference made a part hereof; and

WHEREAS, pursuant to the provisions of that certain Assignment of Contract (hereinafter the "East Utah Assignment"), dated March 10, 1977, recorded as Entry No. 110100, in Book 112, Page 52, in the office of the County Recorder of Wasatch County, Utah, a copy of which is attached hereto as Exhibit E and by this reference made a part hereof, all of LIC's right, title and interest in and to the East Utah Real Estate Contract has been assigned to Newpark as security for payment of certain indebtedness owed by LIC to Newpark (the "Newpark Debt"); and

WHEREAS, pursuant to the provisions of that certain Mortgage (hereinafter designated the "East Utah Mortgage"), dated March 10, 1977, from LIC, as "Mortgagor", to Newport, as "Mortgagee", recorded as Entry No. 110099, in Book 112, Page 46, in the office of the County Recorder of Wasatch County, Utah, a copy of which is attached hereto as Exhibit F and by this reference made a part hereof, all of LIC's right, title and interest in and to the East Utah Property has been mortgaged to Newport as security for payment of the Newport Debt; and

WHEREAS, pursuant to the provisions of a certain Assignment and Quit-claim of Installment Land Contract (hereinafter the "East Utah Assignment and Quit-Claim"), a copy of which is attached hereto as Exhibit G and by this reference made a part hereof, LIC assigned to RLR all of the right, title and interest of LIC in, to and arising under the East Utah Real Estate Contract, the East Utah Supplemental Agreement and the East Utah Addendum and in and to the East Utah Property, subject to the East Utah Assignment and the East Utah Mortgage; and

WHEREAS, pursuant to the provisions of a certain Assignment (hereinafter designated the "Stichting Assignment") dated as of December 31, 1977, a copy of which is attached hereto as Exhibit J and by this reference made a part hereof, RLR assigned to Stichting Mayflower Recreational Fonds and Mayflower Recreational Fund, a joint venture formed under the laws of the State of California, all of its right, title and interest in, to and arising under the East Utah Real Estate Contract, the East Utah Supplemental Agreement, and the East Utah Addendum, and in and to the East Utah Property, subject to the East Utah Assignment and the East Utah Mortgage; and

WHEREAS, by that certain Assignment and Quitclaim of Joint Venture Interest recorded at pp. 679-701, Book 139, Entry No. 122761, in the Records of Wasatch County, Utah, and pp. 16-38, Book M185, Entry No. 178525, in the Records of Summit County, Utah, and that certain Quitclaim Deed, recorded at pp. 124-140,

Book 141, Entry No. 123401, in the Records of Wasatch County, Utah, and pp. 321-37, Book M190, Entry No. 180727, in the Records of Summit County, Utah, and that certain Quitclaim Deed dated _____ and recorded as Entry No. _____, in Book _____, at Pages _____ in the Records of Summit County, Utah, and as Entry No. _____, in Book _____, at Pages _____ in the Records of Wasatch County, Utah, American Land Program, Inc. and Stichting Mayflower Recreational Fund conveyed to Stichting Mayflower Mountain Fonds all of their title as the joint venturers of Mayflower Recreational Fund in the Stichting Property and the East Utah Property; and

WHEREAS, DV owns and leases properties in Summit and Wasatch Counties, Utah, situated to the North of the Stichting Property and the East Utah Property, upon which properties DV intends to develop a year round resort facility, to be called Deer Valley Resort, including ski lifts and runs, and transportation facilities, together with residential and commercial development as shown by the Master Plan attached hereto as Exhibit K; and

WHEREAS, the Stichting Property and the East Utah Property, are contiguous properties containing the peak of Bald Mountain, and which constitute a valuable area for the development of skiing terrain, ski transportation facilities, and related commercial and residential development, and such properties adjoin other properties owned or leased by DV, also valuable for ski development (all of which properties, together, are denominated herein the "Total Ski Area" as more particularly described in Section C of Article V hereof); and

WHEREAS, Lessors represent that they own and lease properties in Wasatch County, Utah, lying to the West of the Stichting Property and the East Utah Property, upon which Lessors intend to develop a year round resort facility, to be called the Mayflower Mountain Resort, together with residential and commercial development, in the areas shown on the map attached hereto as Exhibit L; and

WHEREAS, the cooperative use of the ski terrain and facilities developed on the Total Ski Area, as herein specifically provided, is vital to the long-term success of both the Deer Valley Resort and the Mayflower Mountain Resort; and

WHEREAS, DV desires to lease the Stichting Property and the East Utah Property (hereinafter collectively designated "the Property") for the purpose of developing the same in conjunction with the other properties of the Total Ski Area, for ski lifts and runs, and necessary appurtenances; and

WHEREAS, Lessors are prepared to make the Property available to DV for development of ski lifts and runs and necessary appurtenances in order to secure for Lessors the benefit of availability to patrons of the Mayflower Mountain Resort of the skiing complex to be developed by DV on the Total Ski Area, as shown by the Master Plan, Exhibit K; and

WHEREAS, the parties wish to provide for the use by patrons of the Deer Valley Resort and Mayflower Mountain Resort, of ski facilities developed by DV upon the Total Ski Area;

WHEREAS, DV asserts that Stichting Mayflower Recreational Lands and Mayflower Recreational Fund, as "Lessors", and Royal Street Land Company, as "RS", have heretofore entered into a Lease of the Property (hereinafter designated the "Asserted Lease"), which Asserted Lease is dated February 11, 1978 and was recorded as Entry No. 144495 in Book M109, Page 329, Records of Summit County, Utah, and as Entry No. 112235, Book 116, Page 509, Records of Wasatch County, Utah; and

WHEREAS, by an Assignment of Lease and Sublease, dated October 13, 1980, and recorded as Entry No. 171989, Book M169, Page 826, Records of Summit County, Utah, and Entry No. 121243, Book 136, Page 233, Records of Wasatch County, Utah, Royal Street Land Company assigned such rights as it may have under the Asserted Lease to Royal Street of Utah; and

WHEREAS, by Assignment of Lease and Sublease dated October 13, 1980 and recorded as Entry No. 171990 in Book M169, Page 836, Records of Summit County, Utah, and Entry No. 121244, Book

136, Page 243, Records of Wasatch County, Utah, Royal Street of Utah assigned such rights as it may have under the Asserted lease to DV; and

WHEREAS, Lessors claim that the Asserted Lease is void, and DV contests such claim;

NOW THEREFORE, in consideration of the foregoing, of the mutual promises and covenants contained herein, of the benefits to be obtained by the parties from DV developing the Property for skiing as part of the Total Ski Area and of making the improvements of the Total Ski Area available to patrons of the Deer Valley Resort and Mayflower Mountain Resort, as herein provided, and of Ten Dollars (\$10.00) and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

LEASE OF PROPERTY, EXCEPTIONS AND RESERVATIONS

Lessors hereby lease, demise and let to DV the Property for the development of ski lifts and ski runs, and necessary appurtenances, and subject to the following:

- A. The exceptions and reservations set forth in the East Utah Real Estate Contract insofar as the East Utah Property is concerned;
- B. The reservation to Lessors of all minerals situated in, upon or under the Stichting Property, together with the right to mine, remove and sell the same;
- C. The right of Lessors to make use of portions of the Property, for the development of residential and commercial buildings and additional skiing facilities, as provided in Article II hereof; and
- D. The exceptions, reservations, terms, covenants and conditions specifically set forth in this Lease.

The rights granted to DV hereunder with regard to the East Utah Property shall be only such rights as are granted LIC under the East Utah Real Estate Contract, the East Utah Supplemental Agreement and the East Utah Addendum.

The term "necessary appurtenances," as used in this Lease following the phrase "ski lifts and runs," shall include loading and storage areas, maintenance buildings, warming huts, restrooms, and small outlets for the sale of sundries.

ARTICLE II

ESTABLISHMENT OF THE SKI AREA

The property shown on the map attached hereto as Exhibit M, and described by metes and bounds thereon, shall be designated the Ski Area, and represents a portion of the Total Ski Area, as hereinafter defined, leased hereby, and by the Sublease between the parties of even date herewith. Except for transportation facilities provided for in the following paragraph, Lessors shall not have any right to construct, maintain or operate within the Ski Area any buildings, lifts, runs or other improvements or facilities whatsoever. DV shall have the exclusive right, subject to the terms and conditions hereof, to construct, maintain, and operate within the Ski Area ski lifts and runs, and necessary appurtenances, including those shown on the Master Plan, Exhibit K.

Except as provided in the next succeeding paragraph, Lessors shall have the exclusive right, in all areas of the Property outside the Ski Area (which areas of the Property outside the Ski Area are hereinafter designated the "Joint Use Area"), to construct residential and commercial development, and necessary appurtenances, including, without limitation, housing, retail and office space, recreational facilities, maintenance and storage facilities, parking facilities, and transportation facilities to and from ski facilities in the Ski Area. Such transportation facilities, together with necessary on-loading and off-loading facilities, may extend into the Ski Area to obtain access to the bottom of the L and M lifts, as shown on Exhibit K, from the SW 1/4, Section 24 and the NW 1/4, Section 25, T.2S, R.4E, SLBM, provided that they do not unreasonably interfere with maintenance and operation of ski lifts and runs on the Ski Area.

DV shall have the right at any time, at its election, upon written notice to Lessors, to construct and operate on not

more than one acre of the Joint Use Area at the top of Bald Mountain within the area designated "Summit House Area" on Exhibit K a small restaurant and warming hut. To the extent DV has the right to permit the same, Lessors shall be permitted to use any access road constructed to build or use said restaurant and warming hut.

Both DV and Lessors shall have the right, subject to the terms and conditions hereof, to construct in the Joint Use Area ski lifts and runs, and necessary appurtenances; provided, however, that DV shall not construct any such improvements in the Joint Use Area without the prior written approval of Lessors.

ARTICLE III

WARRANTY OF TITLE AND QUIET POSSESSION

A. Lessors represent and warrant that they are the owners of good and marketable title to the Stichting Property, subject only to the First Lon Mortgage, the Second Lon Mortgage, and the RLR Trust Deed. Lessors have disclosed, and DV is aware that claims adverse to Lessors' title to the Property are pending, may be filed in certain of those actions entitled Murray First Financial Europe, b.v., plaintiff, vs. Stichting Mayflower Recreational Fonds and Stichting Mayflower Mountain Fonds, defendants, Amsterdam Court of Justice, Netherlands, Stichting Mayflower Recreational Fonds and Stichting Mayflower Mountain Fonds v. Bernard Whitney, et al., Civil No. C-81-0802W, United States District Court, District of Utah, and Rosslare Realty, n.v., and Murray First Financial Europe, b.v. Stichting Mayflower Recreational Fonds and Stichting Mayflower Mountain Fonds, Civil No. 6702, Third District Court of Utah, Summit County. Lessors covenant and agree that they will diligently defend their title to the Stichting Property against any adverse claims. DV covenants and agrees for itself, its successors and assigns that in the event Lessors lose title to the Stichting Property, Lessee shall have no claim as a result thereof against any individual participant in, or employee, officer, partner, associate, subsidiary, or affiliate of the Stichtings, or group thereof (except the Stichtings themselves), or against any person or entity other than the Stichtings themselves or

against any personal property of the Stichtings, and Lessee, for itself, its successors and assigns hereby waives and releases all such claims against any person or entities other than the Stichtings themselves. Except as set forth in this Section III(A), Lessors make no representations or warranties of title to or quiet possession of the Stichting Property, express or implied.

B. Lessors represent and warrant that they are the owners of all rights, title, and interests granted to or acquired by LIC pursuant to the East Utah Real Estate Contract, the East Utah Supplemental Agreement, and the East Utah Addendum, subject only to said documents, the East Utah Assignment, and the East Utah Mortgage. Lessors have disclosed, and DV is aware that claims adverse to Lessor's title to the East Utah Property are pending, or may be filed in certain of those actions entitled Murray First Financial Europe, b.v., plaintiff, v. Stichting Mayflower Recreational Fonds and Stichting Mayflower Mountain Fonds, defendants, Amsterdam Court of Justice, Netherlands, Stichting Mayflower Recreational Fonds and Stichting Mayflower Mountain Fonds v. Bernard Whitney, et al., Civil No. C-81-0802W, United States District Court, District of Utah, and Rosslare Realty, n.v. and Murray First Financial Europe, b.v. vs. Stichting Mayflower Recreational Fonds and Stichting Mayflower Mountain Fonds, Civil No. 6702, Third District Court of Utah, Summit County. Lessors covenant and agree that they will diligently defend their title to the East Utah Property against any adverse claims. Lessors further warrant and represent that they have not amended, modified, or repealed and that they are not in default under the East Utah Real Estate Contract, the East Utah Supplemental Agreement, or the East Utah Addendum. DV covenants and agrees for itself, its successors and assigns that in the event Lessors lose title to the East Utah Property Lessee shall have no claim as a result thereof against any individual participant in, or employee, officer, partner, associate, subsidiary or affiliate of the Stichtings, or group thereof (except the Stichtings themselves) or against any person or entity or against any personal

property of the Stichtings, and Lessee, for itself, its successors and assigns hereby waives and releases all such claims against any person or entity other than the Stichtings themselves. Except as set forth in this Section III(B), Lessors make no representations or warranties of title to or quiet possession of the East Utah Property, express or implied.

ARTICLE IV

TERM AND OPTIONS TO EXTEND

A. The initial term (the "Term") of this Lease shall extend from the date hereof through, and shall terminate at 12:00 midnight, Mountain Standard Time, December 31, 1998.

B. Lessors hereby grant to DV the right and option, to be exercised as hereinafter provided, to extend the term of this Lease for two successive periods of twenty-five (25) years each, provided that:

(1) No default by DV with respect to any of the provisions hereof is existing or continuing on the date such extension becomes effective, and

(2) With respect to the second Extended Term, this Lease shall have previously been extended for the first Extended Term.

Each extended term (the "Extended Term" or "Extended Terms") shall be on the same terms and conditions provided in this Lease except that there shall be no privilege to extend the term of this Lease for any period beyond 12:00 Midnight Mountain Standard Time, December 31, 2048.

C. If DV elects to exercise its right and option to extend the term hereof for an Extended Term or Extended Terms, such right shall be exercised in the following manner:

(1) At least 13 months prior to the expiration of the initial Term and at least 13 months prior to the expiration of the first Extended Term, if any, DV shall notify Lessors, in writing, of the election of DV to exercise its right and option to extend this Lease for the first or second Extended Term, as the case may be.

(2) On the giving of such notice of election, this Lease, subject to the terms and con-

ditions hereof, shall be deemed to be extended for a period of 25 years from the date of expiration of the Term, or from the date of the expiration of the first Extended Term, as the case may be, without the execution of any further lease or instrument.

ARTICLE V

RENT

DV agrees that, so long as this Lease remains in force and effect, it will pay to Lessors, and Lessors agree to accept as rental for the Property for each Lease Year (as that term is hereinafter defined) beginning with the Lease Year which begins May 1, 1981, and ends April 30, 1982, an amount equal to one and seventy-five hundredths percent (1.75%) of the Lift Ticket Revenue (as hereinafter defined) received by DV during said Lease Year.

For the purposes of this Article V, the following terms shall have the following meanings:

- A. "Lease Year" shall mean the annual period commencing May 1 of one year and ending April 30 of the succeeding year.
- B. "Lift Ticket Revenue" shall mean the gross amount in money, excluding any sales or excise taxes collected and payable to any taxing authority, received by DV, from the sale of lift tickets, or other charges for utilization of ski lifts, gondolas, tramways, tows and/or all other types of uphill transportation facilities, any portion of which are now or hereafter situated upon any portion of the Total Ski Area. Lift Ticket Revenue shall include that portion of revenue received by DV, which is allocable to the sale of rights to use such uphill transportation facilities and derived from the sale of combination ski packages, including without limitation, combination ski school lessons and lift ticket packages and all other skiing packages which consist in whole or in part of the rights to use such ski lifts, gondolas, tramways, tows, and/or other types of uphill transportation facilities. If any such combination ski packages are sold for prices less than the total of the published prices for the component elements thereof, each component of a discounted package shall be discounted in the same proportion from the published rates for such components. DV shall promptly give written notice to Lessors of each newly published list of its rates for privileges and services, and of each change therein. DV shall not discriminate in any manner between purchasers of any such combination ski packages. Lift Ticket Revenue shall not include charges for helicopter transportation or snowmobile, snowcat, bus or other similar types of transportation facilities which may traverse the Total Ski Area on an occasional basis.
- C. "Total Ski Area" shall mean all of the real property included in the following:

- (1) The Stichting Property,
- (2) The East Utah Property,
- (3) The PCU Property (as described in Exhibit N attached hereto),
- (4) The SD Property (as described in Exhibit H attached hereto.)
- (5) Those portions of that certain real property situated in Summit County and Wasatch County, State of Utah, more particularly described in Exhibit I, attached hereto and incorporated herein by reference, which are, as of the date a determination is made, owned or leased by DV.

In the event DV hereafter purchases or leases additional portions of the real property described in Exhibit I, such additional portions shall be considered part of the Total Ski Area. Conversely, for the purpose of calculating rent due hereunder, with respect to any portion of the Total Ski Area, or in the event DV loses title to or the right to possession of any portion of the Total Ski Area by reason of condemnation thereof or failure of title thereto, the property to which DV loses title or the rights to possession by reason of said condemnation or failure of title, or the property covered by the lease which is so terminated, shall thereupon cease to be a portion of the Total Ski Area for all purposes hereof. In the event of a sale or voluntary transfer of the interest of DV in any portion of the Total Ski Area, other than by reason of condemnation, failure of title or termination of DV's leasehold estate, the property so sold or transferred shall continue to be a portion of the Total Ski Area for purposes of calculating percentage rent payable to Lessors pursuant to this Article V.

Except as otherwise provided herein, the rent provided for in this Article V shall be due and payable for each Lease Year, beginning with the Lease Year which ends April 30, 1982, on or before the 30th day following the last day of the Lease Year to which it relates.

Upon termination of this Lease in its entirety, all obligations of DV to pay rent pursuant to this Article V shall cease and terminate.

ARTICLE VI

CONSTRUCTION AND OPERATION OF FACILITIES

DV shall construct and operate upon the Total Ski Area the skiing facilities shown upon the Master Plan, Exhibit K, as soon as a profit can be obtained therefrom by DV, for the purpose

of providing the greatest return from development of skiing facilities upon the Property at the earliest time consistent with sound business practices. All of such facilities shall be operated as a single complex, and made available to skiers on a single lift ticket. Each facility, or part thereof, as the same is constructed and becomes operable, shall be added to the single complex.

DV shall diligently pursue completion of planning and approval of all of the ski lifts and runs shown on the Master Plan, Exhibit K, and shall inform Lessors upon request at any time of the progress of planning and development; provided, however, that DV shall not be required to apply for and obtain building permits until it is prepared, consistent with the immediately preceding paragraph, to commence construction. Each party shall inform the other upon request at any time of all evidence in its possession bearing upon the question of whether any improvements are then economically practicable.

Anything in the foregoing to the contrary notwithstanding, the ski lift designated "M" on the Master Plan, Exhibit "K", together with an extension thereof or separate lift extending to the top of Bald Mountain, together with the ski runs on the Master Plan designated, 73, 74, 78, 79, 80, 81, 82, 83, 84, 85 and 86, shall be constructed by DV and shall be operational no later than the start of the 1986-1987 ski season. The opening of the "M" lift and runs shall not depend upon construction of any development at the Mayflower Mountain Resort. DV shall operate the "M" lift and runs as part of a single ski complex on the Total Ski Area, on a single lift ticket. Revenues from operation of the "M" lift shall be included in Lift Ticket Revenues for the purposes of computing rent. Lessors will assist DV in locating lenders in the financing of the "M" lift and runs.

Anything in the foregoing to the contrary notwithstanding, unless prevented by refusals of approval and permits therefor, DV shall construct and commence operation of the lift designated I on the Master Plan, Exhibit K, no later than the start of the 1985-1986 ski season. In the event that the said lift is not operational by the start of the 1985-1986 season, Lessors shall have the right, but not the obligation, to construct, or complete construction of the same. Such right to construct shall be Lessors' sole remedy in the event DV fails to construct said lift. Such lift, when completed and operational, shall be operated by DV as part of the single skiing complex, on the single lift ticket. In the event such lift is constructed by or at the cost of Lessors, DV shall pay Lessors annually, in addition to all other sums due hereunder, and until an amount equal to Lessors' cost of acquisition and construction of the I lift has been so paid to Lessors, 10% of that portion of Lift Ticket Revenue for each Lease Year after such I lift commences operation which the number of persons who ride the I lift during said Lease Year represents to the number of persons who ride all lifts on the Total Ski Area combined during said Lease Year. Such sum shall be in addition to, but payable at the same time as, (a) annual rent under Article V hereof, and (b) a similar 10% portion of Lift Ticket Revenues provided for in the Sublease between the parties of even date herewith. For purposes of making the latter calculations, DV shall keep accurate records of persons riding each of the lifts on the Total Ski Area.

Nothing contained herein shall prevent DV from amending the Master Plan, Exhibit K, in accordance with all applicable laws, rules and regulations and sound planning and construction principles and practices; provided, however, that no such amendment, which relates to the Property or which has the effect of decreasing permitted use of the Property, shall be permitted without the prior written consent of Lessors, which shall not be unreasonably withheld.

Gross revenues from the operation of any facilities under this Article VI, shall constitute Lift Ticket Revenues under Article V.

ARTICLE VII

USE AND OPERATION OF SKIING IMPROVEMENTS

So long as this Lease is in effect DV shall have the right and obligation hereunder to operate and maintain the ski lifts and runs, and necessary appurtenances, upon the Total Ski Area, in compliance with the following conditions:

(1) The ski lifts and runs, and necessary appurtenances, shall be opened and operated, at all times the equipment is operable, between October 1 and April 30 of each year after installation when operation thereof by DV would be economically practicable, and unless weather conditions render operation impracticable.

(2) DV shall not restrict use of any of such facilities or appurtenances upon the ground that access to the facility or appurtenance was accomplished by travel from the Mayflower Mountain Resort; use of the facilities and appurtenances shall be granted upon an identical basis to patrons of the Deer Valley and Mayflower Mountain Resort, and to persons obtaining property from DV and Lessors.

(3) DV shall not discriminate in the taking of reservations or sale of lift tickets or combination ski packages for the use of any of the ski lifts and runs, and related appurtenances, upon the basis of whether the person or persons seeking such reservation is/are or will be lodged at the Deer Valley Resort or Mayflower Mountain Resort.

(4) DV shall not restrict the number of skiers who, in any period, upon traveling on the transportation facility described in Article XII from the Mayflower Mountain Resort base camp to the Deer Valley base camp at the base of the AL4 and I lifts as shown on the Master Plan, Exhibit K, utilize the skiing facilities on the Total Ski Area, unless the same restrictions are imposed

nondiscriminatorily upon the number of skiers utilizing the skiing facilities who reach them directly from the Deer Valley Resort.

(5) The ski lifts and runs and related appurtenances shall be operated for the longest period practicable in each year and for the purpose of producing the greatest amount of Lift Ticket Revenue consistent with applicable laws and regulations and good business practices. Damages for the violation of this condition shall be limited to the amount of rental which might have been paid hereunder in the event of compliance; provided, however, that nothing herein contained shall prevent Lessors from maintaining an action for specific performance or injunctive relief based upon violation of this condition, or from showing in such action as irreparable damages all damages actually flowing from such violation, or from obtaining any order in such action requiring immediate correction of any violation.

ARTICLE VIII

TAXES AND ASSESSMENTS

A. Except as provided by Article VIII.B hereof, DV shall pay and discharge, as they become due, promptly and before delinquency, all taxes, assessments, license fees, or levies, whether general, special, ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind which are, during the Term of this Lease, or any Extended Term hereof, levied or assessed against the Property which is included in the Ski Area, or any part thereof, or against the leasehold interest of DV therein, or any improvements constructed by or on behalf of DV on the Ski Area or the Joint Use Area, or against or by reason of the operations of DV on the Property. To effectuate this provision, Lessors shall obtain and have delivered to DV Wasatch and Summit County tax notices which segregate and separately assess the taxes which DV is obligated to pay, as provided herein.

B. The provisions of Article VIII.A to the contrary notwithstanding, DV shall have no obligation to pay:

1. Any mine occupation taxes, net proceeds ad valorem taxes, or any other taxes relating to or based upon the ores or minerals situated in, upon or under the Property, or the production or sale thereof, or

2. Any taxes levied or assessed, by or for, the Wasatch County Service Area No. 1; or

3. Any taxes levied against the Joint Use Area, except those based upon improvements constructed thereon by or on behalf of DV.

C. If DV shall, in good faith, desire to contest the validity or amount of any tax assessment, levy, or other governmental charge herein agreed to be paid by DV, DV shall be permitted to do so and to defer payment of such tax charge, the validity or amount of which DV is so contesting, until final determination of the contest, by giving Lessors written notice thereof prior to the commencement of any such contest and protecting Lessors on demand by a good and sufficient surety bond against any such tax, levy, assessment or governmental charge, and from any costs or liability arising out of such contest.

D. All rebates or refunds on account of taxes, charges, or assessments paid by DV under the provisions hereof, shall belong to DV, and Lessors will, on the request of DV, execute any receipts, assignments or acquittances that may be necessary in the premises in order to secure the recovery of any such rebates or refunds, and will pay over to DV any such rebates or refunds that may be received by Lessors.

E. All of the taxes and charges to be assumed and paid by DV pursuant to this Article VIII, during the calendar year in which this Lease is executed and delivered, shall be prorated as of the date hereof.

F. DV shall, if requested by Lessors, deliver to Lessors copies of receipts, evidencing payment of all taxes, assessments or other items required by this Article VIII to be paid by DV, not later than five days prior to the time such payment becomes due.

ARTICLE IX

WASATCH COUNTY SERVICE AREA NO. 1

The parties agree that, promptly following the date hereof, they will file the necessary application or petition with the Board of County Commissioners of Wasatch County, Utah, and take such other action as is necessary to accomplish the withdrawal, pursuant to Section 11-23-27, Utah Code Annotated, 1953, of the Property from the Wasatch County Service Area No. 1, which was created and established by an Ordinance passed by the Board of County Commissioners of Wasatch County, Utah, on June 4, 1974, as Ordinance No. 74-2, recorded March 31, 1975, as Entry No. 103862, in Book 98, Pages 190 to 401, in the office of the County Recorder of Wasatch County, Utah. Lessors agree that if, for any reason, the withdrawal of the Property from said Wasatch County Service Area No. 1 is not approved by the Board of Commissioners of Wasatch County, Utah or such withdrawal is for any other reason not concluded prior to such taxes or assessments becoming payable, Lessors will pay all taxes and assessments which may hereafter be levied or assessed against the Property by or on behalf of said Wasatch County Service Area No. 1.

ARTICLE X

POSSESSION AND ASSUMPTION OF RISK

Possession and responsibility for maintenance and risk of loss with respect to the Property are delivered and passed to DV as of the date hereof. DV acknowledges that it is familiar with the Property and agrees to accept possession of the Property in its present condition. Subject to the right of DV to make changes and construct improvements thereon and to utilize the same as herein contemplated or provided, DV agrees that upon termination of this Lease it will return the Ski Area and any portion of the Joint Use Area utilized by DV to Lessors in as good a condition as when possession thereof was received by DV, normal wear and tear and damage by the elements excepted. DV agrees that it will not destroy or remove any shrubbery, trees or other vegeta-

tion growing on the Property or alter the surface thereof, except to the extent that it is necessary or desirable in connection with the use of the Property as specifically provided or contemplated hereby, and to the extent not in violation of applicable governmental laws, rules or regulations having the force of law. Notwithstanding any provisions herein to the contrary, DV shall not have the right, without the written consent of Lessors insofar as the Stichting Property, or the consent of East Utah insofar as the East Utah Property, is concerned, to blast or excavate to a depth of more than 200 feet beneath the surface of the Property.

ARTICLE XI

USE OF PROPERTY

DV shall have the right to use the Property for the construction, development, maintenance, repair, replacement, utilization and operation of ski lifts and ski runs, and necessary appurtenances. DV shall have no right to use the Property for residential or commercial construction except as specifically provided herein.

ARTICLE XII

DETACHABLE CHAIR LIFT

At such time as provided hereinbelow, DV shall construct a detachable chair lift with on-loading and off-loading facilities, having the designed capacity to safely and comfortably deliver not less than 2,000 persons per hour, or other transportation facility approved by Lessors having equal capacity, from a site designated by Lessors at the Mayflower Mountain Base Camp area in Sections 24 and 25, T.2S, R.4E, SLBM, through McHenry Canyon to the Deer Valley Resort Base Camp at the foot of the AL4 and I lifts shown on the Master Plan, Exhibit K, at Silver Lake Flat in Section 26, T.2S, R.4E, SLBM. Such detachable chair lift shall not cross the line of the J lift, as shown on Exhibit K. DV shall obtain necessary approvals and permits for such facility as soon as practicable after receiving from Lessors written notice of the desired alignment of the facility. All equipment installed

shall be new, of first quality and shall employ current technology. Construction shall be prompt, done in a good and workmanlike manner, and shall fully comply with all applicable laws, rules and regulations. Upon receipt of notice from DV of the costs of acquisition and construction, Lessors shall contribute 50% of the costs of acquisition and construction of this lift, including construction permit fees, engineering and inspection fees and all other costs incurred in connection with said lift. Promptly following receipt of such funds, DV shall commence construction. DV shall operate the lift, the on-loading and off-loading facilities and all future additions or improvements thereto as part of a single ski complex on a single lift ticket, with all other skiing facilities in the Total Ski Area and subject to all conditions herein relating to operation of such facilities. Title to said lift shall vest in the parties according to their contributions to its costs of acquisition; provided, however, that upon termination of this Lease for any reason other than pursuant to Article XXXIII below, all right, title and interest of DV in said lift, wherever located, shall vest in Lessors immediately.

Upon termination of this Lease other than pursuant to Article XXXIII below, DV shall convey to Lessors a permanent easement across the properties of DV underlying said lift, to maintain and operate the said lift in the event DV fails to do so.

Following completion of the said detachable chairlift, DV shall maintain and operate at the Mayflower Mountain Resort a ticket outlet and reservations terminal for the sale of lift tickets for the skiing complex on the Total Ski Area.

ARTICLE XIII

COVENANT OF SAFE OPERATION
AND COMPLIANCE WITH APPLICABLE LAWS

DV covenants and agrees that all operations by or on behalf of DV during the term of this Lease upon or in connection with the Property will be conducted in accordance with good busi-

ness practices and standards generally accepted in the skiing and recreational resort industry and in a safe manner. DV shall comply with all federal, state and local laws, rules and regulations applicable to the operations conducted by DV upon or in connection with the Property, including without limitation the statutes of the State of Utah relating to passenger tramways, and all applicable laws, rules and regulations of any duly constituted authority relating to avalanche control and safety. DV further covenants and agrees that it will not commit any waste on the Property, nor will it maintain any nuisance on the Property.

ARTICLE XIV

COVENANT OF DV TO PROVIDE INSURANCE

DV shall maintain in effect through the Term and any Extended Term, public liability, property damage and products liability insurance covering the rights and interests of DV in or to the Property, as well as all improvements constructed by or on behalf of DV on the Property, and all business operations of DV on the Property, which insurance shall be in amounts of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person; Twenty Million Dollars (\$20,000,000.00) for injury to or death of any number of persons in one occurrence; and One Million Dollars (\$1,000,000.00) aggregate amount of property damage liability insurance. Such insurance shall designate both DV and Lessors as insured parties, shall be issued by an insurance company or insurance companies reasonably acceptable to Lessors, and shall be evidenced by a certificate issued by such insurance company or insurance companies stating that such insurance is in effect and agreeing that such insurance will not be cancelled without giving at least ten days advance written notice to Lessors.

ARTICLE XV

INDEMNIFICATION OF LESSORS

DV shall indemnify and hold Lessors harmless against all claims, liability, loss or damage to persons or property which at

any time may be suffered by any person whomsoever, who may at any time be using or occupying or visiting the Ski Area or any improvements operated by DV on the Property, or be in, on or about the same, which loss, injury, death or damage shall be caused by or in any way result from or arise out of any violation of law, rule or regulation or any act, omission or negligence of DV, or any subtenant, agent or representative of DV. DV shall have no obligation to indemnify Lessors against any liability, loss or damage which may occur as the result of utilization or assertion by East Utah or Lessors or their lessees, agents, representatives, successors or assigns, or any other party of the rights and interests reserved pursuant to this Lease or the East Utah Real Estate Contract.

ARTICLE XVI

ENCUMBRANCE OF LEASEHOLD ESTATE

DV may encumber by mortgage, deed of trust, security agreement or other proper instrument any portion or all of its leasehold estates in the Property, together with any or all improvements thereon, subject to the rights of Lessors hereunder. Such encumbrances (except to the extent that they cover or relate to improvements constructed or placed by or on behalf of DV on the Property) shall not survive the duration of this Lease. The execution of any such mortgage, deed of trust, security agreement or other instrument, or the foreclosure thereof, or any sale thereunder, either by judicial proceedings or by virtue of any power granted by statute or reserved or granted in such mortgage, deed of trust, security agreement or other instrument, or legally required conveyance by DV to the holder of such indebtedness, or the exercise of any right, power or privilege reserved or granted in any such mortgage, deed of trust, security agreement or other instrument, shall not be held as a violation of any of the terms or conditions hereof. No such encumbrances, foreclosure, conveyance or exercise of rights shall relieve DV of its liability pursuant to the provisions of this Lease. If DV shall encumber

its leasehold interest in the Property and if DV or the holder of the indebtedness secured by such encumbrance shall give notice to Lessors of the existence thereof and the address of such holder, then Lessors agree that they will mail or deliver to such holder at such address a duplicate copy of all notices in writing which Lessors may, at any time, or from time to time, thereafter give to or serve on DV under and pursuant to the provisions of this Lease. Such copies shall be mailed or delivered to such holder at, or as near as possible to, the same time as such notices are given to or served on DV. Such holder may, at its option, at any time before the rights of DV shall be terminated, as provided herein, pay any of the rents due hereunder or pay any taxes or assessments or do any other act or thing required of DV by the provisions hereof, or do any act or thing that may be necessary and proper to be done in the observance of the provisions hereof, or otherwise prevent the termination hereof. All payments so made and all things so done and performed by such holder shall be as effective to cure the default hereunder and prevent a foreclosure of the rights of DV hereunder as if the same had been done and performed by DV.

Without limiting the generality of the foregoing, it is agreed that DV shall have the right to cause, or permit to be installed upon the Property, ski lifts or other improvements or facilities pursuant to title retaining contracts or to grant security interests in or with relation to such ski lifts or other improvements or facilities. All such contracts relating to any of the property described in Article XXVII, however, shall permit Lessors to assume the position of DV in the event of voluntary termination of this Lease. Subject to such right of assumption in Lessors, DV may include in such contracts terms which will permit the holder thereof to remove and/or sell said ski lifts or other improvements or facilities in the event of default or failure of compliance by DV thereunder. Lessors agree that in the event of such default or failure of compliance by DV, and in the event Lessors do not exercise their right to assume the position of DV

in such ski lifts or transportation lifts, the parties who hold the rights of the seller under said title retaining contracts or the rights granted by such security agreements shall have the right, without the consent or approval of Lessors, to enter upon the Property for the purpose of removal and/or sale of said ski lifts or other improvements or facilities and Lessors shall have no rights therein or with relation thereto.

ARTICLE XVII

COVENANT OF DV TO REMOVE LIENS

A. Subject to the provisions of Article XVI above, DV shall keep all of the Property and every part thereof and all improvements thereon free and clear of any and all mechanics, materialmens and other liens for or arising out of or in connection with work or labor done, services performed or materials or appliances used or furnished for DV, or in connection with any operations of DV, any alteration, improvements or repairs or additions which DV may make or cause to be made on the Property, or any obligations of any kind incurred by DV, and at all times promptly and fully to pay and discharge any and all claims on which any such lien is based, and to indemnify and hold Lessors and all of the Property and all improvements thereto harmless from and against all such liens and claims of liens, expenses and suits or other proceedings pertaining thereto.

B. If DV desires to contest any lien of the types described in Article XVII.A, it shall notify Lessors of its intention to do so at least ten days prior to the foreclosure thereof. In such case, and provided that DV shall on demand protect Lessors by a good and sufficient surety bond against any such lien and any cost, liability or damage arising out of such contest, DV shall not be in default hereunder if it shall, within 10 days after the final determination of the validity of said lien, satisfy and discharge such lien to the extent held valid. The satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered

thereon, and such delay shall be a default by DV hereunder. In the event of any such contest, DV shall indemnify and hold Lessors harmless against all loss, expense and damage resulting therefrom.

ARTICLE XVIII

LESSORS' RIGHT OF ENTRY

A. Authorized representatives of Lessors shall have the right, at reasonable times and at the sole risk of Lessors and such representatives, to enter upon the Property and any improvements or facilities constructed or installed by DV thereon for the purposes of inspecting the same and all operations and activities being conducted by or on behalf of DV thereon.

B. In the event that DV shall fail to extend the Term hereof by giving notice at least thirteen (13) months prior to the expiration of the Term, or in the event that having extended the Term for the first Extended Term, DV shall fail to extend the Term for a second Extended Term by giving notice not later than thirteen (13) months prior to the expiration of the first Extended Term, DV shall permit Lessors and their agents and employees, at any time within the period of thirteen (13) months following failure to give such notice to place on the Property usual and ordinary signs offering to lease or sell the Property, and during said 13-month period, to exhibit the Property and the improvements thereon to prospective lessees or purchasers of the Property, provided that all persons who enter upon the Property for such purposes shall do so at the sole risk of such persons.

C. Lessors agree that DV shall have the right for safety or security reasons to limit or restrict the right of persons under this Article XVIII to enter upon the Property, or into any improvements or facilities constructed or installed by DV thereon, to normal business operating hours on the Property, to require that such entry be made only when accompanied by a representative of DV, and to require that such arrangements be made with DV in advance prior to any such entry.

ARTICLE XIX

LESSORS' RIGHT TO PERFORM

In the event that DV shall default hereunder by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, and such default shall continue for a period of thirty (30) days after written notice from Lessors specifying the nature of the act or thing to be done or performed, then Lessors may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Property or in any improvements thereon for such purposes if Lessors shall so elect), and Lessors shall not be held liable or in any way responsible for any loss, inconvenience, annoyance or damage resulting to DV on account thereof, and DV shall repay to Lessors on demand the entire amount necessarily paid or incurred by Lessors in taking such action. Any act or thing done by Lessors pursuant to the provisions of this Article XIX shall not be, or be construed as, a waiver of any such default by DV or as a waiver of any covenant, term or condition herein contained, or the performance thereof, or any right or remedy of Lessors hereunder or otherwise. However, the repayment by DV of the cost of such action by Lessors, as hereinabove in this Article XIX provided, shall be deemed to cure or correct said default by DV hereunder.

All amounts payable by DV to Lessors pursuant to this Article XIX, if not paid within 10 days following demand from Lessors, as hereinabove set forth, shall bear interest from the expiration of said 10-day period to the date upon which the same are paid at the rate of 18% per annum, compounded annually.

ARTICLE XX

COVENANT OF LESSORS TO PROVIDE INSURANCE

Lessors shall maintain in effect, or cause the party or parties who enter upon the Property pursuant to any exceptions or reservations contained herein or in the East Utah Real Estate Contract to maintain in effect throughout the Term and any Extended Term during any time which any party shall enter upon or

conduct operations upon any portion of the Property pursuant to such exceptions or reservations, public liability, property damage and products liability insurance covering the Property and all improvements thereon, and all actions of and operations conducted by or on behalf of said parties, pursuant to said exceptions and reservations, and all appurtenances on the Property, which insurance shall be in amounts of not less than One Million Dollars (\$1,000,000.00) for injury to or death of any one person, Twenty Million Dollars (\$20,000,000.00) for injury to or death of any number of persons in one occurrence, and One Million Dollars (\$1,000,000.00) aggregate amount of property damage liability insurance. Such insurance shall designate DV as an insured party, shall be issued by an insurance company or insurance companies reasonably acceptable to DV and shall be evidenced by a certificate issued by such insurance company or insurance companies stating that such insurance is in effect and agreeing that such insurance will not be cancelled without giving at least ten (10) days advance written notice to DV.

ARTICLE XXI

INDEMNIFICATION OF DV

Lessors shall indemnify and hold DV harmless against all claims, liability, loss or damage to persons or property which at any time may be suffered by any party whomsoever, who may at any time be using or occupying or visiting the Property or be in, on or about the same, which loss, injury, death or damage shall be caused or in any way result from or arise out of any violation of law, rule or regulation or any act, omission, or negligence of Lessors, or any agent or representative of Lessors, or any party entering upon or conducting activities or operations on the Property pursuant to the exceptions and reservations contained either herein or in the East Utah Real Estate Contract.

Lessors shall have no obligation to indemnify DV against any loss, injury, death or damage arising by reason of the negligence, misconduct, violations of laws, rules or regulations

by or any acts or omissions of DV, its agents, employees or representatives, nor any liability of DV as contemplated by the provisions of Articles XIV or XV hereof.

ARTICLE XXII

COVENANT REGARDING MINING OPERATIONS AND

COMPLIANCE WITH APPLICABLE LAWS

Lessors covenant and agree that all exploration for development, and mining of minerals from the Property during the Term or any Extended Term, and all activities or operations upon the Property, pursuant to the exceptions and reservations contained herein or in the East Utah Real Estate Contract, shall be in conformity herewith and with the East Utah Real Estate Contract and shall be conducted in such manner as will not unreasonably interfere with the operations conducted or contemplated to be conducted by DV on the Property or the facilities or improvements situated thereon, and that such operations will be conducted in full compliance with all applicable federal, state and local laws, rules and regulations and in accordance with good business practices and standards generally accepted in the mining industry and in a manner which will not commit waste on the Property or maintain a nuisance on the Property.

ARTICLE XXIII

CONDEMNATION

On the date of any final order of a court of competent jurisdiction authorizing the condemnor in an eminent domain proceeding to take possession of all or a portion of the Property, the obligation of DV to pay rent herein specified shall cease proportionately as to the portion or portions of the Property subject to said taking.

The amount of any condemnation award, including without limitation severance damages or incidental damages, which relates to the leasehold estate of DV hereunder, or to any improvements

placed on the Property by or on behalf of DV, shall be the sole and separate property of DV.

The amount of any condemnation award, including without limitation severance damage or incidental damage, which relates to the loss of the fee title to a portion of the property or to the residual or reversionary rights of Lessors under the East Utah Real Estate Contract, shall be the sole and separate Property of Lessors.

ARTICLE XXIV

CROSS REMEDY

Any default on the part of DV pursuant to the provisions of the Sublease of even date herewith between the parties shall constitute a default hereunder and entitle Lessors to exercise the remedies provided for herein or otherwise available at law after having given notice to DV and failure of DV to correct said defaults as provided in Article XXV hereof.

ARTICLE XXV

NOTICE AND REMEDIES UPON DEFAULT

In the event of any default by DV in compliance with any of the covenants, agreements, terms or conditions of this Lease, excepting those set forth in Article VII(2), (3) and (4) relating to use and operation of skiing improvements on the Total Ski Area or Article XXIX relating to ticket sales, Lessors shall give written notice to DV designating such asserted default, and demanding that such default be cured. DV shall thereafter have a period of thirty (30) days following receipt of such notice within which to correct the defaults of which it has received notice, or in the case of default which cannot be reasonably corrected within said 30-day period, DV shall have a period of thirty (30) days within which to commence action to cure said default and shall thereafter diligently pursue such corrective action. Should DV fail to correct any such default within said 30-day period, or if

such default is of such a nature that it cannot be cured within said 30-day period, if DV fails within said 30-day period to commence action to cure said default or fails thereafter to diligently proceed to cure such default, Lessors may, at their election, upon written notice to DV, cancel and terminate this Lease. In the event of violation of the provisions of Article VII(2), (3) and (4) relating to use and operation of the ski facilities on the Total Ski Area, or the provisions of Article XXIX relating to ticket sales, Lessors may notify DV thereof by written notice delivered to William A. Prince or to his replacement, at the business office of DV in Park City, Utah. If such violation persists thereafter for two (2) weekdays, Lessors may, at their election, by written notice to DV, cancel this Lease. Notwithstanding the foregoing, if such violations are repeated twice after first notice thereof in any skiing season, Lessors may elect to cancel this Lease.

In addition to the remedy of cancellation and termination, and without awaiting expiration of any of the time periods set out in this Article XXV, Lessors shall have the right to compel specific performance by DV of its obligations hereunder, to enjoin any default by DV which might result in damage or injury to the Property and improvements thereon or to Lessors, to recover damages from DV arising out of such default, and/or to exercise any other remedy available at law or in equity. The waiver by Lessors of, or the failure of Lessors to take action with respect to any such default, as provided in this Article XXV, shall not be deemed to be a waiver of any covenant, agreement, term, condition or other provision of this Lease, or any subsequent default. Further, the acceptance of rent subsequent to any such default shall not be deemed to be a waiver of any previous default or the provisions hereof, other than the failure of DV to pay the particular rent so accepted, regardless of any knowledge on the part of Lessors of such previous default at the time of acceptance of such rent.

ARTICLE XXVI

TERMINATION BY DV

DV shall have the right, at any time during the Term or any Extended Term to cancel and terminate this Lease in its entirety or as to any part of the Property which does not contain any part of the improvements shown on the Master Plan, Exhibit K. In the event that DV elects to cancel and terminate this Lease as to any portion or all of the Property, it shall give written notice of said election to Lessors, which notice shall set forth the portion of the Property with respect to which DV elects to terminate this Lease. Concurrently with the delivery of said notice, DV shall deliver to Lessors a duly executed and acknowledged quitclaim deed with respect to the leasehold interest of DV in that portion of the Property which is the subject of said termination, together with a written release surrendering and releasing to Lessors all rights of DV hereunder with respect to that portion of the Property with respect to which DV has elected to cancel and terminate this Lease. Cancellation of this Lease in its entirety shall automatically cancel the Sublease between the parties of even date herewith. No such partial cancellation shall terminate the obligation to pay the rental set out in Article V hereof, or to comply with any agreement with local authorities regarding maintenance of the land affected. Upon delivery of such notices, quitclaim deeds and releases covering the entirety of the Property, this Lease shall be deemed terminated in its entirety, except as to those obligations which have accrued prior to the date of such termination, including any obligation resulting from operating or maintenance agreements with local authorities, and except as to provisions hereof which by their specific terms are intended to survive cancellation and termination hereof.

ARTICLE XXVII

OWNERSHIP OF PERSONAL PROPERTY AND IMPROVEMENTS

Upon voluntary termination of this Lease in its entirety by DV, the detachable chair lift described in Article XII, all ski lifts,

ski runs, access lifts, operator houses and power stations installed in any part upon the Property by DV, including any portions thereof upon other property and attached portions of any snow making equipment, telephone lines and electrical lines installed in any part of the Property by DV, shall remain wholly in place and become the property of Lessors upon the following terms and conditions:

(a) DV shall promptly provide Lessors with a complete written list of all such property, together with an accounting of all outstanding obligations, if any, against such property;

(b) Lessors shall, within 90 days thereafter, advise DV in writing of the property as to which Lessors are prepared to assume outstanding obligations. If no such notice is given by Lessors during said 90-day period, Lessors shall be conclusively deemed to have given notice on the 90th day that they do not elect to assume any such outstanding obligations;

(c) All such property for which Lessors assume the obligations shall remain in place and become the property of Lessors; all such property for which Lessors do not assume the obligations shall be removed by DV from the Property within six (6) months following such notice. Any such items remaining on the Property after the expiration of six (6) months following such notification shall be deemed abandoned by DV, and Lessors shall have the right to take such action as they elect in connection therewith, including the right to remove such of DV's properties remaining on the Property as Lessors elect, at the expense of DV, provided that such removal will be accomplished within one year following the effective date of the termination;

(d) Upon voluntary termination of this Lease, DV shall promptly quit-claim or assign (subject to required consent of third parties) to Lessors all rights in

ARTICLE XXVI

TERMINATION BY DV

DV shall have the right, at any time during the Term or any Extended Term to cancel and terminate this Lease in its entirety or as to any part of the Property which does not contain any part of the improvements shown on the Master Plan, Exhibit K. In the event that DV elects to cancel and terminate this Lease as to any portion or all of the Property, it shall give written notice of said election to Lessors, which notice shall set forth the portion of the Property with respect to which DV elects to terminate this Lease. Concurrently with the delivery of said notice, DV shall deliver to Lessors a duly executed and acknowledged quitclaim deed with respect to the leasehold interest of DV in that portion of the Property which is the subject of said termination, together with a written release surrendering and releasing to Lessors all rights of DV hereunder with respect to that portion of the Property with respect to which DV has elected to cancel and terminate this Lease. Cancellation of this Lease in its entirety shall automatically cancel the Sublease between the parties of even date herewith. No such partial cancellation shall terminate the obligation to pay the rental set out in Article V hereof, or to comply with any agreement with local authorities regarding maintenance of the land affected. Upon delivery of such notices, quitclaim deeds and releases covering the entirety of the Property, this Lease shall be deemed terminated in its entirety, except as to those obligations which have accrued prior to the date of such termination, including any obligation resulting from operating or maintenance agreements with local authorities, and except as to provisions hereof which by their specific terms are intended to survive cancellation and termination hereof.

ARTICLE XXVII

OWNERSHIP OF PERSONAL PROPERTY AND IMPROVEMENTS

Upon voluntary termination of this Lease in its entirety by DV, the detachable chair lift described in Article XII, all ski lifts,

ski runs, access lifts, operator houses and power stations installed in any part upon the Property by DV, including any portions thereof upon other property and attached portions of any snow making equipment, telephone lines and electrical lines installed in any part of the Property by DV, shall remain wholly in place and become the property Lessors upon the following terms and conditions:

(a) DV shall promptly provide Lessors with a complete written list of all such property, together with an accounting of all outstanding obligations, if any, against such property;

(b) Lessors shall, within 90 days thereafter, advise DV in writing of the property as to which Lessors are prepared to assume outstanding obligations. If no such notice is given by Lessors during said 90-day period, Lessors shall be conclusively deemed to have given notice on the 90th day that they do not elect to assume any such outstanding obligations;

(c) All such property for which Lessors assume the obligations shall remain in place and become the property of Lessors; all such property for which Lessors do not assume the obligations shall be removed by DV from the Property within six (6) months following such notice. Any such items remaining on the Property after the expiration of six (6) months following such notification shall be deemed abandoned by DV, and Lessors shall have the right to take such action as they elect in connection therewith, including the right to remove such of DV's properties remaining on the Property as Lessors elect, at the expense of DV, provided that such removal will be accomplished within one year following the effective date of the termination;

(d) Upon voluntary termination of this Lease, DV shall promptly quit-claim or assign (subject to required consent of third parties) to Lessors all rights in

the consent of the lessor thereof, to the extent it covers leased by this lease) unless it assigns such leasehold, with Wasatch County of even date herewith (except the property defined in the Maintenance Agreement between DV, Lessors and the Wasatch County portion of the Deer Valley Resort as it has to the extent it covers the property included within (b) DV shall not surrender or terminate any leasehold

pursuant to paragraph (b) hereof, and easement in Lessors to operate and maintain said access lift, of the lessor thereof, or to a third party, subject to an said 200-foot wide strip of land to Lessors with the consent unless it assigns such leasehold insofar as it relates to line of the access lift described in Article XII hereof, leasehold it has insofar as it underlays a parcel of land 200 feet in width extending 100 feet on either side of the center (a) DV shall not surrender or voluntarily terminate any

the pertinent leases are renewable by their terms: thereby incurred as hereinafter required, and shall request and for so long as Lessors advance all costs and expenses

improvements in any part upon land leased hereunder. DV relating to usage, costs of operation, and maintenance of shall provide Lessors full and complete copies of the records of Lease by DV. Within 30 days of termination of this Lease, DV deemed, at the option of Lessors, a voluntary termination of this is less, to cure the default embraced in such order, shall be forth in such order or set forth in Article XXV hereof, whichever positive relief to Lessors, the failure of DV within the time set in a final order of a court of competent jurisdiction granting relief against DV for practices of DV hereunder, and which results DV for specific performance of the terms hereof, or for injunctive In the event that action is brought by Lessors against improvements assumed by Lessors hereunder.

which are situated any part of any property or realty not part of the leasehold which DV has and upon

the property included within said Wasatch County portion of the Deer Valley Resort, to a party or parties selected by DV subject to a covenant that said leasehold, to such extent, shall remain subject to the terms of the said Maintenance Agreement and shall maintain the lease to the extent it covers the property included in said Wasatch County portion of the Deer Valley Resort in compliance with the terms of this paragraph.

To the extent DV, its successor or assign, is required hereby to refrain from surrendering or voluntarily terminating any such lease following the termination of this Lease, Lessors, upon notification thereof by DV or its assignee, shall advance to DV or its assignee at least 10 days before due, all proper charges arising under such lease, and all costs and expenses of every type incurred by DV or its assignee as a result of refraining from surrendering or voluntarily terminating any such lease or such lease or compliance by DV or its assignee with the requirements thereof. DV, its successor or assign, shall timely deliver all payments advanced by Lessors which are payable to the lessor under such lease to such lessor. Failure of Lessors to advance said sums when due shall automatically release DV and its assignee from further compliance with its obligations pursuant to this paragraph. If DV, with the consent of Wasatch County, eliminates from the Wasatch County portion of the Deer Valley Resort, as defined in said Maintenance Agreement, any property except that underlying the access lift and extending 100 feet on either side of the center line of said lift, such eliminated property shall not be subject to the provisions of this paragraph.

ARTICLE XXVIII

SUBLETTING AND ASSIGNMENT

DV shall not sublet the Property, in whole or in part, and assign or transfer this Lease or any interest herein, in whole or in part, without the consent of Lessors, which shall not be unreasonably withheld. The making of any such sublease or

assignment shall not release DV from, or otherwise affect in any manner, any of the obligations of DV hereunder. Notwithstanding any provisions herein to the contrary, neither this Lease nor the leasehold estate of DV hereunder, nor any other interest of DV hereunder, or in or to the Property or any improvements thereon, shall be subject to an involuntary assignment, transfer or sale or to assignment, transfer or sale by operation of law in any manner whatsoever, and any such involuntary assignment, transfer or sale shall be void and of no effect and shall terminate this Lease forthwith. The parties agree that any provision of the foregoing to the contrary notwithstanding, a sale or other transfer in the event of foreclosure or enforcement of the rights granted by a mortgage, trust deed, security agreement or other instrument of encumbrance executed by or granted by DV shall not constitute an involuntary assignment, transfer or sale which would result in the termination of this Lease. Without limiting the generality of the foregoing provisions of this Article XXVIII, DV agrees that in the event any proceedings to declare DV bankrupt under the Bankruptcy Act, or any amendment thereto, be commenced by or against DV, and, if against DV, such proceedings shall not be dismissed before either a final adjudication in bankruptcy or the confirmation of a composition arrangement or plan of reorganization, or in the event DV is adjudged insolvent or makes an assignment for the benefit of its creditors, or if a receiver is appointed in any proceeding or action to which DV is a party with authority to take possession or control of the Property, or any portion thereof, or the business conducted thereon by DV, and such receiver is not discharged within a period of thirty (30) days after his appointment, any such event shall be deemed to constitute a default by DV in this Lease and shall immediately, upon giving of written notice from Lessors to DV, terminate this Lease and all rights of DV and of any and all persons claiming by, through or under DV under this Lease and in and to the Property, and all improvements thereon.

In addition to, and not in qualification of the rights of Lessors under Article XXVII hereof, in the event of termination of this Lease, pursuant to the last preceding sentence, and in such event Lessors do not obtain all of the personal property and improvements installed in any part upon the Property which Lessors could have assumed under Article XXVII, Lessors shall have the immediate right to purchase from any receiver, trustee or other guardian of the assets of DV, any personal property or improvements of DV which are physical extensions of any of the property which Lessors could assume under Article XXVII and necessary to the use thereof. Lessors shall pay for such property the amount of the highest independent bona fide offer therefor, or, if no such offer is received within twenty (20) days of such termination, the fair market value of such property as determined by a qualified appraiser.

ARTICLE XXIX

TICKET SALES

If tickets for use of the skiing facilities developed on the Total Ski Area shall be sold by reservation, they shall be reserved through a central outlet operated by DV strictly on a first-come-first-served basis. DV shall maintain at the Deer Valley Resort and at a place selected by Lessors at the Mayflower Mountain Resort, sales booths for the sale of ski lift tickets strictly on a first-come-first-served basis. If tickets are permitted to be reserved by "lodging facilities" for sale to the guests thereof, the Mayflower Mountain Resort will be recognized as a fully-qualified "lodging facility," having all rights and privileges to such ski lift tickets as are available to any other "lodging facility".

As provided in Article VII hereof, DV shall not operate the skiing facilities on the Total Ski Area or handle ticket sales or reservations in any manner which would in any way favor guests or patrons of the Deer Valley Resort, or persons obtaining property

from DV, over guests or patrons of the Mayflower Mountain Resort, or persons obtaining property from Lessors. It is the intent of the parties to guarantee that Mayflower Mountain Resort patrons and purchasers of property from Lessors shall have the same rights and privileges with respect to the skiing facilities developed on the Total Ski Area as are enjoyed by Deer Valley Resort patrons and purchasers of property from DV.

If it is determined by DV during the course of this Lease to limit sales or the reservation of tickets for use of ski facilities on the Total Ski Area to patrons of the Deer Valley Resort or persons obtaining property from DV, then Lessor shall for the same period be entitled to reserve for each day of said period, for use of their patrons and purchasers, lift tickets equivalent in number to the number held for purchase by patrons and purchasers from DV.

Lessors shall be permitted at all reasonable times and places to monitor sales and reservations of tickets by Deer Valley to assure compliance herewith, and for that purpose, shall have reasonable access to all pertinent premises and records at all times during regular business hours. Lessors agree to make no use of such information other than to assure compliance herewith and to protect their rights as expressed herein.

ARTICLE XXX

ACCESS TO PUBLIC FACILITIES

Patrons of the Deer Valley Resort shall have the same right to use the public commercial facilities of the Mayflower Mountain Resort as patrons of the Mayflower Mountain Resort. Patrons of the Mayflower Mountain Resort shall have the same right to use the public commercial facilities of the Deer Valley Resort as patrons of the Deer Valley Resort.

ARTICLE XXXI

NOTICES

Any notice herein contemplated to be given to Lessors shall be sufficient if given in writing by registered or certified mail, and in either case, addressed to:

Stichting Mayflower Mountain Fonds
Stichting Mayflower Recreational Fonds
Zr. Den Hertoglaan 24
3641 KA Mijdrecht, Holland

with a copy to: Giauque & Williams
P. O. Box 2670
Park City, Utah 84060

or to such other address or addresses as Lessors shall hereafter designate to DV in writing. Any notices herein contemplated to be given to DV shall be sufficient if given in writing by registered or certified mail, and in either case, addressed to:

Deer Valley Resort Company
P. O. Box 889
Park City, Utah 84060
ATTN: William A. Prince, Vice President

or to such other address or addresses as DV shall hereafter designate to Lessors in writing.

Notices given by registered or certified mail pursuant hereto shall be deemed received, effective and complete at the time of delivery thereof to the address indicated. In the event that the addressee refuses to accept delivery of any such notice and the notice is thereby returned by the postal department to the party which mailed the same, such refused notice shall, for purposes hereof, be deemed to have been received, effective and complete at the time it is returned by the postal department to the party which mailed the same.

ARTICLE XXXII

COMPLIANCE WITH PRIOR OBLIGATIONS

A. Lessors agree that at all times during the Term and any Extended Term, Lessors will comply with all terms, provisions and requirements of the following (hereinafter collectively designated the "Prior Obligations"):

- (1) The First Lon Mortgage and all obligations secured thereby;

(2) The Second Lon Mortgage and all obligations secured thereby;

(3) The RLR Trust Deed and all obligations secured thereby;

(4) The East Utah Real Estate Contract;

(5) The East Utah Supplemental Agreement;

(6) The East Utah Addendum;

(7) The East Utah Lease Assignment;

(8) The East Utah Mortgage; and

(9) The Newpark Debt,

and will make all payments required to be made by LIC and/or Lessors under the terms thereof and fulfill all obligations provided thereby to be performed or fulfilled by LIC and/or Lessors, unless excused or extended. Lessors agree that they will, at all times during the Term and any Extended Term, take such action as is necessary to maintain the rights granted to LIC by the East Utah Real Estate Contract, as amended and supplemented by the East Utah Supplemental Agreement and the East Utah Addendum, in full force and effect and to maintain said East Utah Real Estate Contract, as so amended and supplemented, in full force and effect and enforceable in accordance with its terms. Further, Lessors agree that they will not amend or modify any of the Prior Obligations in such manner as to increase their obligations thereunder, or to alter or modify the rights or obligations of DV thereunder or hereunder, without the written consent of DV.

ARTICLE XXXIII

TITLE DISPUTES

A. There is currently pending that certain action entitled Rosslare Realty, n.v. and Murray First Financial Europe, b.v. vs. Stichting Mayflower Recreational Fonds and Stichting Mayflower Mountain Fonds, Civil No. 6702, Third District Court of Utah, in which a predecessor in title to Lessors seeks to rescind a transaction pursuant to which Lessors acquired title to the

Property. Such action is expected to be consolidated with litigation filed by Lessors against persons and entities not Lessors' predecessors in title to the Property (Stichting Mayflower Recreational Fonds and Stichting Mayflower Mountain Fonds v. Whitney, et al., Civil No. C-81-0802W, United States District Court of Utah). There is also currently pending that certain action entitled Murray First Financial Europe, b.v. vs. Stichting Mayflower Recreational Fonds and Stichting Mayflower Mountain Fonds, Amsterdam Court of Justice, Netherlands.

Because of the pendency of such litigation, it is agreed that, until one or more final decrees, judgments or settlements are made or entered in such litigation confirming the title to the Property in Lessors against all claims of the adverse parties which could deprive Lessors of the title to the Property:

(1) DV shall pay annually, at the earliest time required by any lease on the Property, the largest amount of rent due under any such lease, into the American court in which such litigation is pending, to be awarded to Lessors or any other claimant according to the outcome of the litigation, and such payment shall for all purposes constitute payment thereof under this Lease.

(2) DV shall not attempt to exercise any right claimed by it under any other lease on the Property in violation of the restrictions contained in Articles II, XI, and XVIII of this Lease.

(3) Lessors shall comply with the requirements of Article XXXII of this Lease to the extent permitted by law, but nothing herein contained shall waive any claim which Lessors may have against Rosslare Realty, N.V. for performance of the obligations contained in Article XXXII of this Lease.

(4) Performance of such obligations of DV and exercise of such rights of Lessors under the first and second paragraphs of Article VI insofar as they relate to any improvements, any portion of which is to be located on the Property, or the third and fourth paragraphs of Article VI, subparagraphs (2), (3), and (4) of Article VII, all of Article XII except the second paragraph thereof, all of Article XXVII preceding the last paragraph thereof beginning on page 33 of this

Lease, and all of Articles XXIX and XXX of this Lease shall be deferred for a reasonable time following confirmation of Lessors' title as described hereinabove; provided, however, that DV shall neither act or fail to act where to do so will deprive it of the ability to fully perform the requirements of Articles VI, VII, XII, XXVII, XXIX and XXX at the appropriate time, and subject to paragraph C hereinbelow, nothing in this Article XXXIII shall be deemed to waive the requirements of Article XXVII in the event of a voluntary termination of this Lease by DV.

(5) DV shall not agree to amend or modify, or consent to any amendment or modification of any other lease in the Property unless Lessors shall agree that such amendment or modification shall apply to this Lease.

(6) Except as qualified by (4) above, and subject to paragraph C below, Lessors shall be entitled to all remedies set out in Article XXV of this Lease or otherwise provided by law and no claim of Rosslare Realty, n.v. shall be a defense to any such remedy sought by Lessors.

B. Upon a final confirmation, by settlement, decree, or otherwise that Lessors have good and marketable title to the Property as against the claims of adverse parties in the litigation identified hereinabove which could deprive Lessors of title to the Property, all of the terms of this Lease shall be fully operative and enforceable and shall be fully complied with; provided, however, that any construction required by this Lease shall not be required to be completed until the later of the beginning of the ski season which begins immediately following the date which is one year from the date of such confirmation or the date for completion thereof required by this Lease. In the event of such a confirmation, the rent provided for in this Lease shall be payable by DV directly to Lessors, and shall be the only rent payable to Lessors with relation to the Property.

C. In the event the litigation identified hereinabove or other action or proceeding before a court of competent jurisdiction between Lessors and any adverse party in the litigation identified hereinabove results in a final judgment, decree, or

settlement that deprives Lessors of title to the Property, this Lease shall be void. Such event shall not constitute a "voluntary termination," for purposes of this Lease, in general, and in particular Articles XXVII and XXXIII hereof, and such event shall terminate all rights, duties, and obligations of the parties hereunder, including those which Lessors would have in the event of a voluntary termination of this Lease by DV. Such a termination shall not have the effect of terminating any other lease on the Property, if any, or any rights, duties or obligations of the parties thereunder, nor of releasing to Lessors any rights claimed by DV pursuant to any such lease.

D. Nothing contained in this Lease, in general, and in particular in this Article XXXIII, shall be construed to be an admission by Lessors that they are in any manner bound by the terms of the Asserted Lease or by DV that Lessors are not so bound. Furthermore, nothing contained herein shall in any manner be construed as a concession by Lessors of any validity whatsoever of the claims of Rosslare Realty, n.v., or as a representation or admission by Lessors of any kind regarding Lessors' rights against Rosslare Realty, n.v.

E. Except as specifically provided in this Article XXXIII, all provisions of this Lease shall be fully enforceable and fully complied with, notwithstanding the litigation identified herein.

ARTICLE XXXIV

MISCELLANEOUS PROVISIONS

A. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

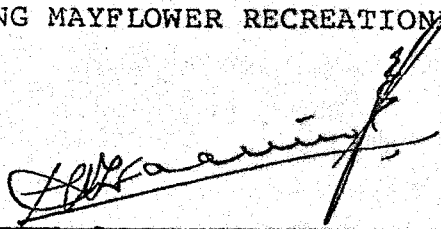
B. If suit be brought by either party to enforce the provisions of this Lease, the losing party in such litigation shall pay to the prevailing party such amount as may be determined by the court to be reasonable attorneys' fees and costs incurred therein.

C. This Lease shall be interpreted in accordance with the laws of the State of Utah.

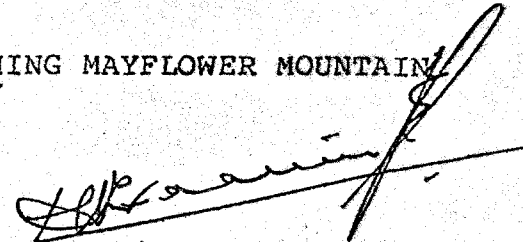
D. When used herein, the term "Lessors" shall refer collectively to both entities designated as Lessors on page 1 hereof.

DATED as of the day and year first above written.


STICHTING MAYFLOWER RECREATIONAL
FONDS

By 
Its Secretary

STICHTING MAYFLOWER MOUNTAIN
FONDS

By 
Its Secretary

DEER VALLEY RESORT COMPANY,
a Utah Limited Partnership
By Its General Partner, Royal
Street of Utah, a Utah corporation

By 
Its VICE PRESIDENT

)
ss.
)

On the 26 day of January, 1982, personally appeared before me Herman van Soolingen, who being by me duly sworn did say that he is the secretary of STICHTING MAYFLOWER RECREATIONAL FONDS, an entity formed under the laws of the Netherlands, and that the within and foregoing Lease was signed on behalf of said entity by authority, and the secretary duly acknowledged to me that said entity executed the same.



Res Johannes Willem Marie Schroeder
NOTARY PUBLIC
Residing at: Amsterdam

My Commission Expires: lifetime

)
ss.
)

On the 26 day of January, 1982, personally appeared before me Herman van Soolingen, who being by me duly sworn did say that he is the secretary of STICHTING MAYFLOWER MOUNTAIN FONDS, an entity formed under the laws of the Netherlands, and that the within and foregoing Lease was signed on behalf of said entity by authority, and said secretary duly acknowledged to me that said entity executed the same.



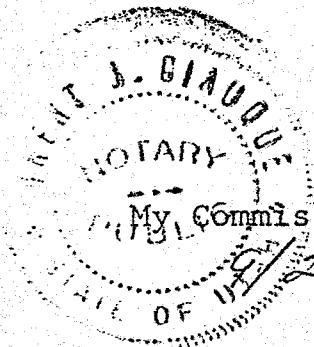
Res Johannes Willem Marie Schroeder
NOTARY PUBLIC
Residing at: Amsterdam

My Commission Expires: lifetime

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 29th day of January, 1982, personally appeared before me William G. Pinner who being by me duly sworn, did say that he is a Vice President of Royal Street of Utah, a Utah corporation, that said corporation is the General Partner of DEER VALLEY RESORT COMPANY, a Utah Limited Partnership, and [redacted] the within and foreg[redacted] Lease was signed on b[redacted] of said

corporation and Partnership by proper authority and said William
d. Price duly acknowledged to me that said corporation
and Partnership executed the same.

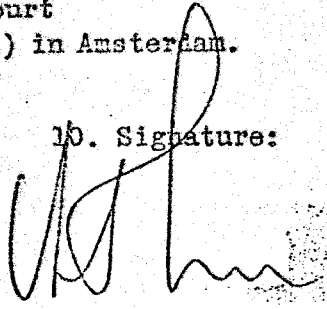


Brent J. DiAuguste
NOTARY PUBLIC
Residing at: Salt Lake City,
Utah

My Commission Expires: 09/28/82

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: The Netherlands
2. This public document
has been signed by Mr L.J.W.M. Schroeder
3. acting in the capacity of
NOTARIS TE AMSTERDAM
4. bears the seal/stamp of
Mr L.J.W.M. Schroeder
Certified
5. at Amsterdam
6. the 26 JAN 1982
7. by the Registrar of the Court
(arrondissementsrechtbank) in Amsterdam.
8. No. 12592
9. Seal/stamp
10. Signature:


copy

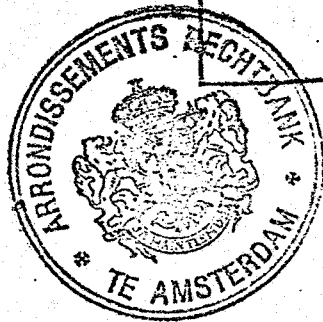


EXHIBIT A

Description of Stichting Property

Beginning at a point North 85°10' East 1150.0 feet from Corner No. 4 of the Lincoln Lode (Survey No. 3278), said point being North 151.55 feet and West 2640.0 feet, more or less from the South Quarter corner of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 900.00 feet; thence South 54°40' West 1800.00 feet, more or less, to Corner No. 3 of the Horn Silver Mining Claim No. 2 Lode (Survey No. 5070); thence South 4675.0 feet, more or less, to the South side line of the Hill Top No. 1 Lode (Survey No. 6810); thence South 85°40' West along the said South side line 710.0 feet, more or less; thence South 31°37' West 775.0 feet, more or less, to Corner No. 2 of Marcella Lode (Survey No. 6760); thence North 83°06' West 1333.6 feet to Corner No. 3 of the said Marcella Lode; thence South 10°00' West 540.7 feet to Corner No. 4 of the Levory Lode (Survey No. 3768); thence South 88°45' West along the North side line of the Wood Chuck Lode (Survey No. 3768) 750.0 feet, more or less; thence South 43°49' West along the North side line of Silver Star Lode (Survey No. 3768) 1585.3 feet more or less; thence South 12°44' West 623.2 feet more or less; thence South 88°45' West 750.0 feet to Corner No. 3 of the said Silver Star Lode; thence South 87°00' West 1500.0 feet to Corner No. 3 of the Amanda Lode (Survey No. 3768); thence South 13°44' West 293.6 feet more or less to Corner No. 5 of Fisher No. 5 Lode (Survey No. 6980); thence North 88°26' West 340.4 feet to Corner No. 6 of said Fisher No. 5 Lode; thence South 57°34' West 111.3 feet more or less to the East side line of the said Fisher No. 5 Lode; thence South 65°53' East 1,365.0 feet more or less to the Corner No. 2 of Fisher No. 11 Lode (Survey No. 6980); thence South 67°12' East 1460.4 feet to Corner No. 3 of said Fisher No. 11 Lode; thence South 24°29' West 402.7 to Corner No. 4 of the said Fisher No. 11 Lode; thence South 35°00' West 300.0 feet, more or less to the East end line of the Copper Queen Lode (Survey No. 2981); thence South 41°30' East 1,009.7 feet, more or less, to Corner No. 2 of Lone Pine No. 2 Lode (Survey No. 5911); thence South 66°55' West 99.8 feet to South side line of the said Lone Pine No. 2 Lode; thence South 37°40' East 528.2 feet to Corner No. 4 of Toronto Lode (Survey No. 5068); thence South 32°30' West 520.0 feet, more or less, to the East end of the said Toronto Lode; thence North 88°38' East 377.3 feet to Corner No. 2 of Red Rock Lode (Survey No. 6973); thence South 81°47' East 292.0 feet, more or less, to the North end line of Green Stone Lode (Survey No. 6973); thence North 21°13' East 1,500.0 feet to Corner No. 4 of Big Hill Lode (Survey No. 6973); thence South 81°47' East 615.8 feet to Corner No. 3 of said Big Hill Lode; thence South 21°13' West 1,500.0 feet to Corner No. 2 of said Big Hill Lode; thence North 81°47' West 307.9 feet to the south

end line of the said Big Hill Lode; thence South 8°13' West
 1209.6 feet to Corner No. 3 of said Green Stone Lode, thence
 North 81°47' West 600.0 feet to Corner No. 2 of said Green Stone
 Lode; thence North 8°13' East 601.1 feet to the West side of
 said Green Stone Lode; thence South 88°38' West 1,398.7 feet to
 Corner No. 4 of Red Rock Lode (Survey No. 6973); thence North
 1°22' West 410.0 feet to the West end line of the said Red Rock
 Lode; thence South 66°00' West 545.0 feet, more or less, to
 Corner No. 3 of Prince Lode (Survey No. 5911); thence North
 37°40' West 582.4 feet to the West end line of the said Prince
 Lode; thence South 65°10' West 795.0 feet, more or less, to
 Corner No. 4 of Troy Lode; thence South 38°21' West 1500.0 feet
 to Corner No. 3 of the said Troy Lode; thence North 41°30' West
 1175.0 feet, more or less, to the South end line of the Van-
 couver Lode (Survey No. 4956); thence South 36°40' West 106.3
 feet more or less to Corner No. 2 of the Virgo No. 2 Lode (Sur-
 vey No. 6980); thence North 50°52' West 123.0 feet to Corner No.
 4 of Wildflower No. 11 Lode (Survey No. 6980); thence South
 35°48' West 1,500.0 feet to Corner No. 3 of said Wildflower No.
 11 Lode; thence North 52°39' West 600.0 feet to Corner No. 4 of
 the Wildflower No. 10 Lode (Survey No. 6980); thence North
 53°53' West 600.0 feet to Corner No. 3 of said Wildflower No. 1.
 Lode; thence North 35°48' East 1,500.0 feet to Corner No. 2 of
 the said Wildflower No. 10 Lode; thence North 87°04' West
 1,415.0 feet, more or less, to Corner No. 4 of the Autumn Gold
 Lode (Survey No. 3792); thence North 2°56' East 1,111.5 feet to
 Corner No. 3 of Meadow Lode (Survey No. 3792); thence North
 87°04' West 1,021.3 feet to Corner No. 4 of said Meadow Lode;
 thence North 2°46' East 620.0 feet, more or less, to Corner No.
 6 of Fisher No. 8 Lode (Survey No. 6983); thence North 43°52'
 West 825.3 feet to Corner No. 1 of said Fisher No. 8 Lode;
 thence North 2°45' East 107.6 feet to Corner No. 2 of said
 Fisher No. 8 Lode; thence North 46°04' East 488.9 feet to the
 North side line of the said Fisher No. 8 Lode; thence North
 2°56' East 150.0 feet more or less to Corner No. 3 of the Golden
 Rule Lode (Survey No. 5100); thence South 87°04' East 140.6 feet
 to the North side line of the said Golden Rule Lode; North
 46°04' East 111.5 feet, more or less, to the North side line of
 the said Fisher No. 8 Lode; thence South 88°17' West 194.9 feet
 to Corner No. 3 of the New Discovery Lode (Survey No. 5302);
 thence North 10°33' East 610.5 feet to Corner No. 4 of said New
 Discovery Lode; thence North 88°17' East 425.0 feet, more or
 less, to the North side line of the said New Discovery Lode;
 thence North 44°22' West 500.0 feet to Corner No. 3 of the Acma
 Lode (Survey No. 5403); thence North 35°37' West 500.0 feet more
 or less to Corner No. 3 of Magnet Lode (Lot 41); thence North
 55°30' West 600.0 feet to Corner No. 4 of said Magnet Lode;
 thence North 34°30' East 668.0 feet, more or less, to the West
 side line of the said Magnet Lode; thence South 58°30' West
 391.0 feet to Corner No. 3 of the American Boy Lode (Survey No.
 5328); thence North 30°20' West 600.1 feet to Corner No. 2 of
 the said American Boy Lode; thence North 58°30' East 900.0 feet
 to Corner No. 5 of the D & H Lode (Survey No. 5404); thence
 North 48°04' West 446.9 feet to Corner No. 6 of said D & H Lode;
 thence South 53°18' West 236.8 feet to Corner No. 4 of the
 Thurman Junior Lode (Survey No. 6899); thence North 26°45' West
 216.6 feet to Corner No. 5 of said Thurman Junior Lode; thence

North 59°52' East 160 feet, more or less, to the North side line of the said Thurman Junior Lode; thence North 36°25' West 461.7 feet to Corner No. 4 of the overlooked Fraction Lode (Survey No. 6026); thence North 36°29' West 145.2 feet to Corner No. 3 of said overlooked Fraction Lode; thence North 47°11' East 907.1 feet to Corner No. 2 of said overlooked Fraction Lode; thence South 36°29' East 145.2 feet to Corner No. 1 at said overlooked Fraction Lode; thence North 47°30' East 600 feet, more or less to Corner No. 2 of the Uncle Charles Lode (Lot 448); thence South 42°30' East 200 feet to Corner No. 3 of the said Uncle Charles Lode; thence North 47°30' East 695.0 feet to a point on the North Line of Harwood Lode (Lot 450); thence North 58°19' West 266.0 feet, more or less, to Corner No. 3 of the Clipper Lode (Lot 570); thence North 83°00' West 230.3 feet to Corner No. 4 of said Clipper Lode; thence North 36°57' East 854.0 feet to Corner No. 5 of said Clipper Lode; thence North 25°25' East 650.7 feet to Corner No. 6 of the said Clipper Lode; thence South 83°00' East 210.3 feet to Corner No. 6 of the Columbia Lode (Lot 569); thence South 57°45' East 201.4 feet to Corner No. 3 of the Viola No. 2 Lode (Lot 562); thence North 44°35' West 287.0 feet to Corner No. 2 of said Viola No. 2 Lode; thence North 71°28' East 600.0 feet to Corner No. 1 of said Viola No. 2 Lode; thence North 8°40' East 105.10 feet to Corner No. 3 of Viola Lode (Lot 273); thence North 60°47' East 1500.0 feet to Corner No. 2 of said Viola Lode; thence South 8°40' West 253.4 feet to Corner No. 1 of said Viola Lode; thence South 3°14' East 280.0 feet, more or less, to Corner No. 6 of the Richmond Lode (Survey No. 4968); thence North 60°47' East 600.0 feet to Corner No. 1 of said Richmond Lode; thence South 15°00' East 750.0 feet to Corner No. 2 of said Richmond Lode; thence South 14°47' West 625 feet, more or less, to the North line of the J.I.C. Lode (Lot 561); thence North 72°28' East 854 feet, more or less, to Corner No. 4 of the said J.I.C. Lode; thence South 10°30' East 160.0 feet, more or less, thence North 79°00' East 95.0 feet, more or less, along the North line of the Southeast Extension of the Maybell Lode (Lot 374), to the East line of the Rose Bud Lode (Survey No. 6546); thence North 24°06' West 335.0 feet, more or less, to Corner No. 4 of the said Rose Bud Lode; thence North 84°03' East 411.8 feet to Corner No. 1 of the said Rose Bud Lode; thence South 7°56' East 22.5 feet, more or less to the North line of the City of Edinburg Lode (Survey No. 3288); thence North 70°15'15" East 960.0 feet, more or less, to Corner No. 4 of the said City of Edinburg Lode; thence North 67°38' East 492.0 feet to Corner No. 5 of the Denver Lode (Survey No. 4967); thence North 88°08' West 474.1 feet to Corner No. 4 of the said Denver Lode; thence North 20°23' West 198.2 feet to Corner No. 3 of the said Denver Lode; thence South 69°37' West 856.0 feet to Corner No. 2 of the said Denver Lode; thence North 30°30' West 288.9 feet to Corner No. 1 of the said Denver Lode; thence North 82°36' East 910.4 feet to Corner No. 9 of the said Denver Lode; thence North 19°51' West 526.5 feet to Corner No. 3 of the Denver No. 2 Lode (Survey No. 4967); thence South 81°45' West 363.5 feet to Corner No. 2 of the said Denver No. 2 Lode; thence North 4°30' East 450.0 feet to Corner No. 1 of the said Denver No. 2 Lode; thence South 73°27' East 127.0 feet to Corner No. 2 of the Denver No. 5 Lode (Lot 4967); thence North 4°30' East 526.9 feet to Corner No. 1 of the said Denver No. 5 Lode;

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thence South 78°50' East 781.5 feet to Corner No. 5 of the said Denver No. 5 Lode; thence South 59°37' East 274 feet, more or less, to the North line of the Juliet Lode (Lot 115); thence North 86°00' East 482.5 feet, more or less, along said North line to the North line of the Error No. 1 Lode (Survey No. 7046); thence North 66°33' East 1500 feet, more or less, to Corner No. 4 of the said Error No. 1 Lode; thence North 85°00' East 1200 feet, more or less, to Corner No. 2 of the Little Kate Lode (Lot 111); thence South 17°45' East 126.8 feet to the North line of the Cumberland Lode (Lot 120); thence North 86°04' East 375 feet, more or less, to the North line of the Independence Lode (Lot 171); thence North 60°00' East 952 feet, more or less, to the West line of the Libert Extension Lode (Survey No. 6751); thence North 27°30' West 85 feet, more or less, to Corner No. 1 of the said Libert Extension Lode; thence North 66°01' East 1493.2 feet to Corner No. 4 of the said Libert Extension Lode; thence South 27°30' East 603.8 feet to Corner No. 3 of said Libert Extension Lode; thence South 69°00' West 498 feet; more or less, to the East line of Cataract Lode (Lot 103); thence South 23°22' East 170.0 feet to Corner No. 3 of the said Cataract Lode; thence North 66°38' East 60 feet, more or less to Corner No. 5 of the Belcher No. 5 Lode (Lot 195); thence South 22°30' East 245 feet, more or less, to the North line of Home-stake No. 3 Lode (Survey No. 5028); thence North 62°13' East 800 feet, more or less, to the South side line of the Lincoln Lode (Survey No. 3218); thence South 85°10' West 205.2 feet, more or less, to Corner No. 3 of said Lincoln Lode; thence North 4°50' West 600 feet to Corner No. 4 of said Lincoln Lode; thence North 85°10' East 1150 feet to the point of beginning.

Also:

Beginning at Corner No. 1 of the Hebe Lode (Survey No. 3920) which point is situated South 8°22' West 684.0 feet from the South 1/4 corner of Section 35, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence South 65°43' East 1,500 feet to Corner No. 2 of said Hebe Lode; thence North 40°58' East 626.4 feet to Corner No. 3 of said Hebe Lode; thence North 65°43' West 144 feet, more or less, to Corner No. 2 of the Adla Lode (Survey No. 3916); thence North 40°58' East 626.4 feet to Corner No. 3 of said Adla Lode; thence North 65°43' West 3,622.6 feet, more or less, to Corner No. 4 of the Gerda Lode (Survey No. 3917); thence South 40°58' West 626.4 feet to the North side line of the Valkyrien Lode (Survey No. 3918); thence North 65°43' West 733.4 feet, more or less to Corner No. 4 of said Valkyrien Lode; thence South 40°58' West 626.4 feet to Corner No. 3 of said Valkyrien Lode; thence South 65°43' East 3,000 feet, more or less, to the point of beginning.

Also:

Beginning at a point on the West side line of the Undine Lode (Survey No. 5130), which point is situated 1,495 feet, more or less, West of the South 1/4 corner of Section 2, Township 3 South, Range 4 East, Salt Lake Base and Meridian; thence North

22°02' East 1,370 feet, more or less, to Corner No. 2 of said Undine Lode; thence North 19°20' East 1,500 feet to Corner No. of the Buckeye Lode (Survey No. 4297); thence South 85°20' East 621.0 feet to Corner No. 3 of the Susie G. Lode (Survey No. 4297); thence North 19°17' East 1,496.2 feet to Corner No. 2 of said Susie G. Lode; thence North 85°20' West 606.1 feet to Corner No. 1 of the Susie G. No. 2 Lode (Survey No. 4297); thence North 61°30' West 711.3 feet to Corner No. 4 of the Eclipse Lode (Survey No. 5130); thence South 39°02' West 1,508.3 feet, more or less, to Corner No. 3 of said Eclipse Lode; thence South 19°20' West 1,500 feet to Corner No. 3 of the Rising Star Lode (Survey No. 5130); thence South 15°51' West 1,500 feet to Corner No. 3 of the Plantic Lode (Survey No. 5130); thence South 61°30' East 1,050.5 feet to Corner No. 3 of the said Undine Lode; thence North 22°02' East 103 feet, more or less to the point of beginning.

Excluding from the foregoing the real property which is included within the following described patented mining claims:

<u>Name of Claim</u>	<u>Mineral Survey or Lot No.</u>
Fraction	MS 5027
Morning Star	MS 5027
Oom Paul	MS 5027
San Diego	Lot 207
Viking	MS 7041

Together with any and all other mining claims owned by San Diego Mining Company and adjoining or overlapping the claims described above.

<u>Name of Claim</u>	<u>Mineral Survey or Lot No.</u>
Augustus	Lot 107
Belcher No. 1	Lot 191
Belcher No. 2	Lot 192
Belcher No. 3	Lot 193
Belcher No. 4	Lot 194
Belcher No. 5	Lot 195
Blaine	Lot 135
C. Mc Falls	Lot 554
C. J. Nelson	Lot 552
Cataract	Lot 103
City of Edinburg	MS 3288
Clipper	Lot 570
Clipper No. 2	Lot 117
Columbia	Lot 569
Cumberland	Lot 120
Debs	MS 3006
Denver	MS 4967
Denver No. 2	MS 4967

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<u>Name of Claim</u>	<u>Mineral Survey or Lot No.</u>
Denver No. 3	MS 4967
Denver No. 4	Lot 4967
Denver No. 5	Lot 4967
Error No. 1	MS 7046
Error No. 2	MS 7046
Error No. 3	MS 7047
Excellent	Lot 125
Homestake	Lot 66
Homestake No. 2	Lot 67
Homestake No. 3	MS 5028
Independence	Lot 171
J. H. Rogers	Lot 550
J. I. C.	Lot 561
Juliet	Lot 115
Libert Ext.	MS 6751
Little Giant	Lot 118
Little Kate	Lot 111
Mary Allen	Lot 553
Mary Jane	Lot 551
May	Lot 61
N.	Lot 190
Olive Branch	Lot 102
Overlook	MS 6750
Pay Roll	MS 3020
Peerless	Lot 122
President	Lot 129
R. P. H.	Lot 560
Richmond	MS 4968
Richmond No. 2	MS 4993
Romeo	Lot 108
Rose Bud	MS 6546
S.E. Ext. of the May Bell	Lot 374
Sampson	Lot 60
Senator Mine & Co.	Lot 124
Seting Bull	Lot 121
Shiloah	Lot 123
Summit	Lot 116
Summit	Lot 137
Viola	Lot 273
Viola No. 2	Lot 562
Wasatch	Lot 60
Woodland	Lot 134
Gardo	Lot 165
Lugano	Lot 165

Together with any and all other mining claims owned by Park City Utah Mines Company and adjoining or overlapping the claims described above.

Also excluding therefrom the real property identified as the East Utah Property in the Lease to which this Exhibit A is attached, which East Utah Property is more particularly described in Exhibit C to said Lease.

EXHIBIT B
A G R E E M E N T

THIS AGREEMENT made at Salt Lake City, Utah, as of the 1st day of August, 1973, by and between EAST UTAH MINING COMPANY, a Utah corporation, hereinafter referred to as "East Utah", and LON INVESTMENT COMPANY, a Utah corporation, hereinafter referred to as "Lon".

Concurrently herewith, East Utah and Lon have entered into a Uniform Real Estate Contract whereby East Utah has agreed to sell and Lon has agreed to purchase certain property described therein on the terms and conditions therein stated. A copy of said Uniform Real Estate Contract is attached hereto marked Exhibit "A" and by this reference made a part hereof.

The purpose of this Agreement is to confirm the understanding between East Utah and Lon whereby East Utah will be entitled to a participating interest over and above the consideration provided for in Exhibit "A" in the total project as hereinafter defined on the terms and conditions herein stated.

NOW, THEREFORE, it is agreed as follows:

1. When used herein, the following terms shall have the stated meanings:

The term "East Utah property" shall mean the property interest described in Exhibit "A" hereto, exclusive of the portion thereof that may be condemned for highway, reclamation or other governmental

use, and excluding mineral rights and dumps and dump sites.

The term "total project" shall mean the sum total of fee lands owned by Lon located between Keetley on the East and the center line of Sections 29 and 32, Township 2 South, Range 4 East, Salt Lake Base and Meridian, on the West, and the lands described in Exhibit "A", exclusive of the portion thereof that may be condemned for highway, reclamation or other governmental use and excluding mineral rights. The project is more particularly described in a master plan and feasibility report prepared by Lon with the advice and help of Charles Gathers and Associates, Denver, Colorado.

The term "total net profit" is defined in Exhibit "B" hereto.

The term "East Utah's share of net profit" shall mean ten per cent (10%) of total net profit.

2. It is agreed that all of the costs and expenses of the total project will be provided by Lon. East Utah shall not be obligated to pay any part of said costs and expenses.
3. Lon shall manage and shall exercise its best judgment and efforts in the accomplishment of the total project, generally following the master plan. At periodic annual intervals by the 15th day of January of each year, Lon will cause to be made to East Utah a report setting forth progress with respect to the

project which will include a detailed statement through the preceding month of all items of income and all items of cost and expense determined on a cash basis of accounting. The said report shall be accompanied by payment to East Utah of amounts due and payable to it hereunder.

4. It is agreed that Lon is seeking to acquire rights with respect to other property adjoining the Lon property on the North including property from Park City, Utah Mines Company and San Diego Mining Company. It is agreed that should Lon be successful in acquiring any such rights, Lon will have and possess the surface rights with respect thereto. Lon will extend to East Utah the first right to acquire the mineral rights, if any, that may be acquired with respect thereto. Provided, however, it is understood that there is no assurance of either the surface or the mineral rights might be acquired with respect to said property.

5. Attached hereto marked Exhibit "C" and by this reference made a part hereof, is a current financial statement for Lon which Lon represents correctly and fully sets forth as of March 30, 1973, its financial condition based upon its actual obligations and taking real property assets at the estimated market value thereof, which value is generally equal to or less than the value used for purposes of the East Utah agreement of which Exhibit "A" is a copy. Lon represents that there have been no material adverse changes in its financial condition since March 30, 1973.

6. Notices given pursuant to this Agreement shall be given as follows:

To Lon at:

141 East First South
Salt Lake City, Utah 84111

To East Utah at:

721 First Security Building
Salt Lake City, Utah 84111

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals as of the day and year first above written.

EAST UTAH MINING COMPANY

By

Its

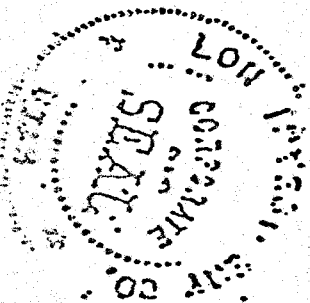
M. C. Godbe
President

LON INVESTMENT COMPANY

By

Its

[Signature]
[Signature]



STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 14 day of August, personally appeared before me, M. C. GODBE, who, being by me duly sworn, did say, that he is President of EAST UTAH MINING COMPANY, and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said M. C. GODBE acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC

Residing at: _____

My Commission Expires: _____

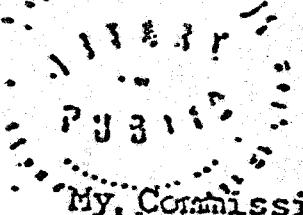
BOOK # 109 PAGE 374



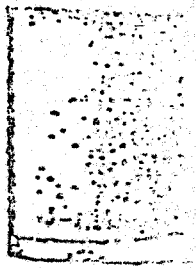
STATE OF UTAH
COUNTY OF SALT LAKE } ss.

On the 14th day of August, 1973, personally appeared before me, LEONARD J. LEWIS, who, being by me duly sworn, did say that he is the President of LON INVESTMENT COMPANY, and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said LEONARD J. LEWIS acknowledged to me that said corporation executed the same.

Edna Richardson
NOTARY PUBLIC
Residing at: Salt Lake City, Utah



My Commission Expires: _____



UNIFORM REAL ESTATE CONTRACT

1. THIS AGREEMENT, made in duplicate as of _____ day of _____, A. D. 1973, by and between EAST UTAH MINING COMPANY, a Utah corporation, hereinafter designated as the Seller, and LON INVESTMENT COMPANY, a Utah corporation, hereinafter designated as the Buyer, of _____

2. WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to and the buyer for the consideration herein mentioned agrees to purchase the following described real property the county of Wasatch, State of Utah, to-wit: _____
More particularly described as follows: _____ ADDRESS _____

See Schedule "A" hereto.

3. Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of HUNDRED FIFTY THOUSAND Dollars (\$ 150,000) payable at the office of Seller, his assigns or order strictly within the following times, to-wit: FIFTEEN THOUSAND DOLLARS (\$ 15,000) cash, the receipt of which is hereby acknowledged, and the balance of \$ 135,000.00 shall be paid as In five (5) equal annual installments of \$27,000.00 each on the 1st day of June of each year commencing June 1, 1975.

Possession of said premises shall be delivered to buyer on the 1st day of August, 1973. Interest shall be paid semi-annually on January 1 and July 1 of each year. Interest shall be charged from August 1, 1973 on all unpaid portions of the purchase price at the rate of New York prime plus 1% averaged over each 6-month period. The Buyer, at his option at any time or contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of installments at the election of the buyer, which election must be made at the time the excess payment is made.

5. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the force hereinafter stipulated, or as to any other remedies of the seller.

6. It is understood that there presently exists an obligation against said property in favor of None, as of _____ with an unpaid balance of _____

7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said property now in the process of being installed, or which have been completed and not paid for, outstanding against said property, except the following None

8. The Seller is given the option to secure, execute and maintain loans secured by said property of not to exceed _____ when unpaid contract balance hereunder, bearing interest at the rate of not to exceed the rate hereunder, _____ per annum and payable in regular monthly installments; provided that the aggregate monthly installments required to be made by Seller on said loans shall not be greater than each installment payment required to be made by the Buyer under this contract. When the principal due hereunder has been reduced to the amount of any loans and mortgages the Seller agrees to convey and the Buyer agrees to accept title to the above described property subject to said loans and mortgages.

9. If the Buyer desires to exercise his right through accelerated payments under this agreement to pay off any of the obligations outstanding at date of this agreement against said property, it shall be the Buyer's obligation to assume and pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect to obligations against said property incurred by seller, after date of this agreement, shall be paid by seller unless said obligations are assumed or approved by buyer.

10. The Buyer agrees upon written request of the Seller to make application to a reliable lender for a loan of an amount as can be secured under the regulations of said lender and hereby agrees to apply any amount so received upon the purchase price above mentioned, and to execute the papers required and pay one-half the expenses necessary in obtaining said loan, the Seller agreeing to pay the other one-half, provided however, that the monthly payments at the interest rate required, shall not exceed the monthly payments and interest rate as outlined above.

11. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees that there are no assessments against said premises except the following: None

The Seller further covenants and agrees that he will not default in the payment of his obligations against said property.

12. The Buyer agrees to pay the general taxes after January 1, 1974

13. The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller in the amount of not less than the unpaid balance on this contract, or \$ _____ and to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him.

14. In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if Seller elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of $\frac{1}{4}$ of one percent per month until paid.

15. Buyer agrees that he will not commit or suffer to be committed any waste, spoil, or destruction in or upon said premises, and that he will maintain said premises in good condition.

16. In the event of a failure to comply with the terms hereof by the Buyer, or upon failure of the Buyer to make any payment or payments when the same shall become due, or within 30 days thereafter, the Seller, at his option shall have the following alternative remedies:

A. Seller shall have the right, upon failure of the Buyer to remedy the default within five days after written notice to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, and the Buyer agrees that the Seller may at his option re-enter and take possession of said premises without legal processes as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller;

B. The Seller may bring suit and recover judgment for all delinquent installments, including costs and attorney's fees. (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default); or

C. The Seller shall have the right, at his option, and upon written notice to the Buyer, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage, and pass title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the laws of the State of Utah, and have the property sold and the proceeds applied to the payment of the balance owing, including costs and attorney's fees; and the Seller may have a judgment for any deficiency which may remain. In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant to order of the court; and the Seller, upon entry of judgment of foreclosure, shall be entitled to the possession of the said premises during the period of redemption.

17. It is agreed that time is the essence of this agreement.

18. In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid.

19. The Seller on receiving the payments herein reserved to be paid at ^{special} the time and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, a policy of title insurance in the amount of the purchase price or at the option of the Seller, an abstract brought to date at time of sale or at any time during the term of this agreement, or at time of delivery of deed, at the option of Buyer.

20. It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto None

21. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit or otherwise.

22. It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written.
Signed in the presence of

EAST UTAH MINING COMPANY
By [Signature]
Seller President

LON INVESTMENT COMPANY
By [Signature]
Buyer

Uniform Re.

ST. AL...
Approved Form: 1
and Utah

23. It is agreed that Buyer shall have the right, prior to the payment of the entire balance hereunder, upon payment of the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per acre or multiples thereof, to have conveyed to it such part of the property as Buyer shall select for use by it in development. Selections by Buyer shall be in a contiguous tract on the outside boundaries of the property so as to leave the remainder of the property in a contiguous tract. Provide further, in no event shall partial releases be made to the

SCHEDULE "A"

The surface rights to the following-described patented mining claims located in Wasatch County, State of Utah; expressly reserving to the Seller all of the mineral rights therein, including all existing underground workings, portals and dump sites, and necessary access thereto; provided, however, the said access and dump sites shall be located in a manner that does not interfere with the use of the surface by the Purchaser:

Mountaineer, Mountaineer No. 1, Mountaineer No. 2, Mountaineer No. 3, Neptune, Leone, Horn Silver, Horn Silver No. 1, Horn Silver No. 2, Lost Boulder No. 1, Lost Boulder No. 2, Lost Boulder No. 3, Lost Boulder No. 4, Lost Boulder No. 5, Lincoln, Norris, Silver Coin, Silver Coin No. 1, Sussie C, Evans, Evans No. 1, Minnie, Deseret Entry, and any other rights of Seller in any patented mining claims adjoining or contiguous to the foregoing claims.

And the surface rights in the Norma, Dos, Uno and Tres unpatented mining claims.

Together with and subject to all rights-of-way appurtenant thereto

Reserving to Seller all water rights, present and future, which may originate with and/or be appurtenant to the said property.

Provided further, all rights to water issuing from the Cunningham Tunnel that may belong to East Utah are included, it being understood, however, that Lon Investment Company will hold East Utah harmless from any interruption in flow of such water and any pollution thereof that may result from mining operations by East Utah.

Provided further, that the Seller shall have the right, at any time prior to the conveyance of the property to Purchaser, to select an area or areas, not conveyed, not in excess of five acres for plant installations and surface operations in connection with Seller's mining operations, provided the location of same does not interfere with the Purchaser's use of the surface for its said project.

Should any part of the property or any interest therein be taken, prior to the conveyance thereof to Buyer, by any governmental authority, federal, state or local, the amount of any condemnation award including any severance damage and incidental damage shall belong to the Seller, the land taken shall be excluded from this Contract, and the purchase price (\$500.00 per acre) under this Contract shall be reduced by an amount equal to the per acre purchase price provided for in this Contract times the quantity of land so affected.

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EXHIBIT "B"

In determining net profits, the following shall be taken into account:

1. Net profits shall be determined for each fiscal year for the total project on a cash method of accounting. In computing net profit, there shall be deducted from gross receipts, as herein defined, all expenses as herein defined. The result shall constitute net profit for purposes of this Agreement.

The term "gross receipts" as herein defined shall mean all receipts actually realized by Lon Investment Company from the sale of project land and/or each interest in project land, from the lease or rental of project land and/or interest in project land and from project operations and shall include the value of all consideration actually received by Lon Investment Company, whether cash or other property in connection with sales, leases, rental arrangements and operations.

The term "expenses" as used herein shall mean the following:

1. Costs of acquisition of land, including actual purchase price and actual interest costs including the costs provided for in Exhibit "A" preceding this Exhibit "B".
2. Lease rentals for lands within the total project.
3. Surveying and engineering expenses.
4. Title expenses.
5. Professional fees for services for accomplishment of the project.

6. Planning, designing and architectural expense.
 7. Development expenses including costs of improvements.
 8. Operating expenses.
 9. All other expenses reasonably necessary to produce the income included in the gross receipts.
- In all instances, expenses shall be reasonable.

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LON INVESTMENT COMPANY

Financial Statements

March 31, 1973

EXHIBIT

LOW INVESTMENT COMPANY
Balance Sheet
As at March 31, 1973

ASSETS

Current Assets:

Cash in bank	\$ 22,579.66	
Advances	<u>1,000.00</u>	
Total Current Assets		\$ 23,579.66

Property and Property Rights (at appraised values):

Land---located in Summit & Wasatch Counties	\$ 2,400,000.00	
Mineral Rights	<u>100,000.00</u>	
Total Property and Property Rights		2,500,000.00

Deferred Charges:

Land acquisition costs	\$ 3,086.69	
Project planning advances	12,583.58	
Organization costs--net	<u>389.58</u>	
Total Deferred Charges		16,059.85

Total Assets		<u>\$ 2,539,639.51</u>
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LIABILITIES & STOCKHOLDERS' EQUITY

Liabilities:

Current Liabilities:		
Portion of long-term debt due within 1 year		\$ 226,031.25

Long-term Debt:

Mortgage Notes Payable--Newpark Resources	\$ 904,125.00	
Loans payable--Stockholders	<u>314,833.33</u>	
Total	\$ 1,218,958.33	
Less: Portion due within 1 year	<u>226,031.25</u>	
Net Long-term Debt		\$ 992,927.08
Total Liabilities		\$ 1,218,958.33

Stockholders' Equity:

Capital Stock--\$1.00 par, 20,000 shares issued and outstanding	\$ 20,000.00	
Amounts paid in excess of par value	7,100.24	
Revaluation surplus to reflect property and property rights at appraisal values	1,294,500.00	
Retained (deficit)	<u>(919.06)</u>	
Total Stockholders' Equity		1,320,681.18

Total Liabilities & Stockholders' Equity		<u>\$ 2,539,639.51</u>
--	--	------------------------

EXHIBIT C

Description of East Utah Property

Beginning at a point North 85°10' East 1150.0 feet from Corner No. 4 of the Lincoln Lode (Survey No. 3278), said point being North 151.55 feet and West 2640.0 feet, more or less from the South quarter corner of Section 24, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence South 85°10' West 1150.0 feet to said Corner No. 4 of the Lincoln Lode; thence South 4°50' East 600.00 feet to Corner No. 3 of said Lincoln Lode; thence North 85°10' East 205.2 feet, more or less, along the South side line of said Lincoln Lode; thence South 62°13' West 1047.3 feet, more or less, to Corner No. 3 of the Horn Silver Mining Claim No. 1 Lode (Survey No. 5070); thence South 24°52' East 600.00 feet to Corner No. 4 of Horn Silver Mining Claim No. 2 Lode (Survey No. 5070); thence South 28°56' East 556.1 feet to Corner No. 3 of the said Horn Silver Mining Claim No. 2 Lode; thence North 54°40' East 1800.00 feet; thence North 900.00 feet to the point of beginning.

EXHIBIT D

ADDENDUM TO AGREEMENT

DATED August 1, 1973

THIS AGREEMENT made and entered into this 12th day of April, 1977, by and between EAST UTAH MINING COMPANY a Utah corporation, hereinafter referred to as "East Utah", and ICA INVESTMENT COMPANY, a Utah corporation, hereinafter referred to as "Lon".

WHEREAS, East Utah and Lon entered into an agreement dated August 1, 1973, a copy of which is marked Exhibit 1, attached hereto and made a part hereof by reference; and

WHEREAS, Lon has been unable to make the payments required under the terms of said Exhibit 1 and requests a modification of said payment requirements; and

WHEREAS, Lon has paid East Utah the sum of \$42,000.00 principal payments under the terms of said Exhibit 1, leaving a principal balance due thereunder of \$108,000.00, and Lon has paid the interest due under said Exhibit 1 through June 30, 1976; and

WHEREAS, it is the desire of Lon to pay East Utah the sum of \$4,228.20 representing payment in full of the interest due under said Exhibit 1 for the period July 1, 1976, through December 31, 1976, and to modify and extend the payment requirements of said \$108,000.00 as well as to modify the interest rate to be paid thereon;

NOW, THEREFORE, the parties agree as follows:

1. Lon shall pay to East Utah the principal balance due under said Exhibit 1 of \$108,000.00 as follows:

The sum of \$18,000.00 at the time of the execution of this agreement; the sum of \$18,000.00 on or before June 1, 1978, and the sum of \$18,000.00 on or before June 1 of each year thereafter until the principal is paid in full.

2. At the time of the execution of this agreement Lon shall pay East Utah the sum of \$4,228.20 representing the interest due under said Exhibit 1 for the period July 1, 1976, through December 31, 1976.

BOOK 109 PAGE 338

3. Interest on said principal balance of \$108,000.00 shall be paid commencing January 1, 1977, on all unpaid portion thereof at a rate equal to the prime rate charged by Citibank of New York City. Interest shall be paid on July 1, 1977, and on January 1, 1978, and on July 1 and January 1 thereafter until the principal is paid in full.

4. All terms and conditions of said Exhibit 1 shall be in full force and effect without modification except as specifically modified herein.

DATED this 12th day of April, 1977.

EAST UTAH MINING COMPANY

By [Signature]
Its President

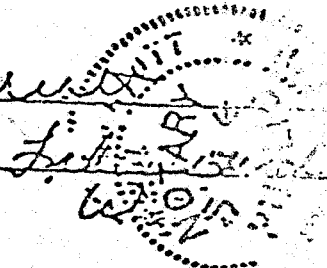
LON INVESTMENT COMPANY

By [Signature]
Its Secretary-Treasurer

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 12th day of April, 1977, personally appeared before me, David H. Clegg, who being by me duly sworn, did say that he is the President of East Utah Mining Company and that the said David H. Clegg did sign the foregoing instrument in behalf of said Corporation by authority of a resolution of it's Board of Directors.

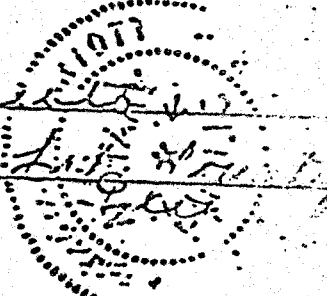
My Commission Expires:
7-11-77

James M. [Signature]
Notary Public
Residing at Salt Lake City, Utah


STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On the 12th day of April, 1977, personally appeared before me, Dean G. Christensen, who being by me duly sworn, did say that he is the Secretary of Lon Investment Company and that the said Dean G. Christensen did sign the foregoing instrument in behalf of said Corporation by authority of a resolution of it's Board of Directors.

My Commission Expires:
7-11-77

James M. [Signature]
Notary Public
Residing at Salt Lake City, Utah


BOOK 119 PAGE 386

A G R E E M E N T

THIS AGREEMENT made at Salt Lake City, Utah, as of the 1st day of August, 1973, by and between EAST UTAH MINING COMPANY, a Utah corporation, hereinafter referred to as "East Utah", LON INVESTMENT COMPANY, a Utah corporation, hereinafter referred to as "Lon".

Concurrently herewith, East Utah and Lon have entered into a Uniform Real Estate Contract whereby East Utah has agreed to sell and Lon has agreed to purchase certain property described therein on the terms and conditions therein stated. A copy of said Uniform Real Estate Contract is attached hereto marked Exhibit "A" and by this reference made a part hereof.

The purpose of this Agreement is to confirm the understanding between East Utah and Lon whereby East Utah will be entitled to a participating interest over and above the consideration provided for in Exhibit "A" in the total project as hereinafter defined on the terms and conditions herein stated.

NOW, THEREFORE, it is agreed as follows:

1. When used herein, the following terms shall have the stated meanings:

The term "East Utah property" shall mean the property interest described in Exhibit "A" hereto, exclusive of the portion thereof that may be condemned for highway, reclamation or other governmental

Entry #109987 May 12, 1977 1:33 p.m. \$29.00

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use, and excluding mineral rights and dumps and dump sites.

The term "total project" shall mean the sum total of fee lands owned by Lon located between Keetley on the East and the center line of Sections 29 and 32, Township 2 South, Range 4 East, Salt Lake Base and Meridian, on the West, and the lands described in Exhibit "A", exclusive of the portion thereof that may be condemned for highway, reclamation or other governmental use and excluding mineral rights. The project is more particularly described in a master plan and feasibility report prepared by Lon with the advice and help of Charles Gathers and Associates, Denver, Colorado.

The term "total net profit" is defined in Exhibit "B" hereto.

The term "East Utah's share of net profit" shall mean ten per cent (10%) of total net profit.

2. It is agreed that all of the costs and expenses of the total project will be provided by Lon. East Utah shall not be obligated to pay any part of said costs and expenses.

3. Lon shall manage and shall exercise its best judgment and efforts in the accomplishment of the total project, generally following the master plan. At periodic annual intervals by the 15th day of January of each year, Lon will cause to be made to East Utah a report setting forth progress with respect to the

BOOK 179 PAGE 388

project which will include a detailed statement through the preceding month of all items of income and all items of cost and expense determined on a cash basis of accounting. The said report shall be accompanied by payment to East Utah of amounts due and payable to it hereunder.

4. It is agreed that Lon is seeking to acquire rights with respect to other property adjoining the Lon property on the North including property from Park City, Utah Mines Company and San Diego Mining Company. It is agreed that should Lon be successful in acquiring any such rights, Lon will have and possess the surface rights with respect thereto. Lon will extend to East Utah the first right to acquire the mineral rights, if any, that may be acquired with respect thereto. Provided, however, it is understood that there is no assurance of either the surface or the mineral rights might be acquired with respect to said property.

5. Attached hereto marked Exhibit "C" and by this reference made a part hereof, is a current financial statement for Lon which Lon represents correctly and fully sets forth as of March 30, 1973, its financial condition based upon its actual obligations and taking real property assets at the estimated market value thereof, which value is generally equal to or less than the value used for purposes of the East Utah agreement of which Exhibit "A" is a copy. Lon represents that there have been no material adverse changes in its financial condition since March 30, 1973.

6. Notices given pursuant to this Agreement shall be given as follows:

To Lon at:

141 East First South
Salt Lake City, Utah 84111

To East Utah at:

721 First Security Building
Salt Lake City, Utah 84111

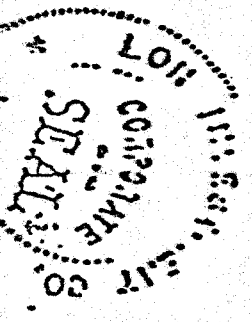
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals as of the day and year first above written.

EAST UTAH MINING COMPANY

By [Signature]
Its President

LON INVESTMENT COMPANY

By [Signature]
Its President



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STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 14th day of August, 1973, personally appeared before me, LEONARD J. LEWIS, who, being by me duly sworn, did say that he is the President of LON INVESTMENT COMPANY, and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said LEONARD J. LEWIS acknowledged to me that said corporation executed the same.

Edward R. ...
NOTARY PUBLIC
Residing at: ...

My Commission Expires: _____

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 14th day of August, personally appeared before me, M. C. GODBE, who, being by me duly sworn, did say, that he is President of EAST UTAH MINING COMPANY, and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said M. C. GODBE acknowledged to me that said corporation executed the same.

...
NOTARY PUBLIC
Residing at: _____

My Commission Expires: _____

RICHIE
NOTARY PUBLIC
STATE OF UTAH

UNIFORM REAL ESTATE CONTRACT

as of _____
 1. THIS AGREEMENT, made in duplicate this 1st day of August A. D., 1973
 by and between EAST UTAH MINING COMPANY, a Utah corporation,
 hereinafter designated as the Seller, and LON INVESTMENT COMPANY, a Utah corporation,
 hereinafter designated as the Buyer, of _____

2. WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the Buyer and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situated in the county of Wasatch, State of Utah, to-wit: _____
 More particularly described as follows: _____ ADDRESS _____

See Schedule "A" hereto.

3. Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of ONE HUNDRED FIFTY THOUSAND Dollars (\$150,000.00) payable at the office of Seller, his assigns or order _____

Strictly within the following times, to-wit: FIFTEEN THOUSAND DOLLARS (\$15,000.00) cash, the receipt of which is hereby acknowledged, and the balance of \$135,000.00 shall be paid as follows:

in five (5) equal annual installments of \$27,000.00 each on the 1st day of June of each year commencing June 1, 1975.

possession of said premises shall be delivered to buyer on the 1st day of August 1973
 interest shall be paid semi-annually on January 1 and July 1 of each year.
 4. Interest shall be charged from August 1, 1973 on all unpaid portions of the purchase price at the rate of New York prime plus 1% averaged over each 6-month period by pay amounts in excess of the ~~XXXXXX~~ payments upon the unpaid balance subject to the limitations of any mortgage contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of future installments at the election of the buyer, which election must be made at the time the excess payment is made.

5. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture or reinstatement stipulated, or as to any other remedies of the seller.

6. It is understood that there presently exists an obligation against said property in favor of None, as of _____ with an unpaid balance of _____

7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said premises now in the process of being installed, or which have been completed and not paid for, outstanding against said premises, except the following None

8. The Seller is given the option to secure, execute and maintain loans secured by said property of not to exceed the unpaid contract balance hereunder, bearing interest at the rate of not to exceed the rate hereunder percent

annum and payable in regular monthly installments; provided that the aggregate monthly installment payments required to be made by Seller on said loans shall not be greater than each installment required to be made by the Buyer under this contract. When the principal due hereunder has been reduced to the amount of any such loans and mortgages the Seller agrees to convey and the Buyer agrees to accept title to the above described property

9. If the Buyer desires to exercise his right through accelerated payments under this agreement to pay off any obligations outstanding at date of this agreement against said property, it shall be the Buyer's obligation to assume and pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect to obligations against said property incurred by seller, after date of this agreement, shall be paid by seller unless such obligations are assumed or approved by buyer.

10. The Buyer agrees upon written request of the Seller to make application to a reliable lender for a loan of such amount as can be secured under the regulations of said lender and hereby agrees to apply any amount so received upon the purchase price above mentioned, and to execute the papers required and pay one-half the expenses necessary in obtaining said loan, the Seller agreeing to pay the other one-half, provided however, that the monthly payments and interest rate required, shall not exceed the monthly payments and interest rate as outlined above.

11. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed against said premises during the life of this agreement. The Seller hereby covenants and agrees that there are no assessments against said premises except the following: None

Seller further covenants and agrees that he will not default in the performance of any of the obligations herein mentioned.

13. The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a policy acceptable to the Seller in the amount of not less than the unpaid balance on this contract, or \$_____ and to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him.

14. In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or interest on them, and if Seller elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of $\frac{1}{2}$ of one percent month until paid.

15. Buyer agrees that he will not commit or suffer to be committed any waste, spoil or destruction in or on said premises, and that he will maintain said premises in good condition.

16. In the event of a failure to comply with the terms hereof by the Buyer, or upon failure of the Buyer to make any payment or payments when the same shall become due, or within 30 days thereafter, Seller, at his option shall have the following alternative remedies:

A. Seller shall have the right, upon failure of the Buyer to remedy the default within five days after written notice to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, and the Buyer agrees that the Seller may at his option re-enter and take possession of said premises without legal processes as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain in the land become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller; or

B. The Seller may bring suit and recover judgment for all delinquent installments, including costs and attorney's fees. (The use of this remedy on one or more occasions shall not prevent the Seller, at his option, from resorting to one of the other remedies hereunder in the event of a subsequent default); or

C. The Seller shall have the right, at his option, and upon written notice to the Buyer, to declare the entire unpaid balance hereunder at once due and payable, and may elect to treat this contract as a note and mortgage, and to file title to the Buyer subject thereto, and proceed immediately to foreclose the same in accordance with the law of the State of Utah, and have the property sold and the proceeds applied to the payment of the balance owing including costs and attorney's fees; and the Seller may have a judgment for any deficiency which may remain. In the case of foreclosure, the Seller hereunder, upon the filing of a complaint, shall be immediately entitled to the appointment of a receiver to take possession of said mortgaged property and collect the rents, issues and profits therefrom and apply the same to the payment of the obligation hereunder, or hold the same pursuant to order of the court; and the Seller, upon entry of judgment of foreclosure, shall be entitled to the possession of the said premises during the period of redemption.

17. It is agreed that time is of the essence of this agreement.

18. In the event there are any liens or encumbrances against said premises other than those herein provided for referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against said premises by acts or neglect of the Seller, when the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid.

19. The Seller on receiving the payments herein reserved to be paid at the time and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, a policy of title insurance in the amount of the purchase price or at the option of the Seller, an abstract brought to date at time of sale or at any time during the term of this agreement, or at time of delivery of deed, at the option of Buyer.

20. It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto None

21. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may accrue or accrue from enforcing this agreement, or in obtaining possession of the premises covered hereby, or in pursuing a remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit or otherwise.

22. It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written.

Signed in the presence of

EAST UTAH MINING COMPANY

By [Signature]
Seller President

LON INVESTMENT COMPANY

By [Signature]
Buyer

Uniform Real Estate

UTAH
SIT Kit
CONVITRE GO
Approved Form: U
and Utah

23. It is agreed that Buyer shall have the right, prior to the payment of the entire balance hereunder, upon payment of the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per acre or multiple thereof, to have conveyed to it such part of the property as Buyer shall select for use by it in development. Selections by Buyer shall be in a contiguous tract on the outside boundaries of the property as to leave the remainder of the property in a contiguous tract. Provided further, in no event shall partial releases be made to the Buyer totaling more than fifty (50) acres until such time as the entire purchase price hereunder shall have been paid.

SCHEDULE "A"

The surface rights to the following-described patented mining claims located in Wasatch County, State of Utah, expressly reserving to the Seller all of the mineral rights therein, including all existing underground workings, portals and dump sites, and necessary access thereto; provided, however, the said access and dump sites shall be located in a manner that does not interfere with the use of the surface by the Purchaser:

Mountaineer, Mountaineer No. 1, Mountaineer No. 2, Mountaineer No. 3, Neptune, Leone, Horn Silver, Horn Silver No. 1, Horn Silver No. 2, Lost Boulder No. 1, Lost Boulder No. 2, Lost Boulder No. 3, Lost Boulder No. 4, Lost Boulder No. 5, Lincoln, Norris, Silver Coin, Silver Coin No. 1, Sussie C, Evans, Evans No. 1, Minnie, Deseret Entry, and any other rights of Seller in any patented mining claims adjoining or contiguous to the foregoing claims.

And the surface rights in the Norma, Dos, Uno and Tres unpatented mining claims.

Together with and subject to all rights-of-way appurtenant thereto.

Reserving to Seller all water rights, present and future, which may originate with and/or be appurtenant to the said property.

Provided further, all rights to water issuing from the Cunningham Tunnel that may belong to East Utah are included, it being understood, however, that Lon Investment Company will hold East Utah harmless from any interruption in flow of such water and any pollution thereof that may result from mining operations by East Utah.

RECORDED & INDEXED

Provided further, that the Seller shall have the right, at any time prior to the conveyance of the property to Purchaser to select an area or areas, not conveyed, not in excess of five acres for plant installations and surface operations in connection with Seller's mining operations, provided the location of same does not interfere with the Purchaser's use of the surface for its said project.

Should any part of the property or any interest therein be taken, prior to the conveyance thereof to Buyer, by any governmental authority, federal, state or local, the amount of any condemnation award including any severance damage and incidental damage shall belong to the Seller, the land taken shall be excluded from this Contract, and the purchase price (\$500.00 per acre) under this Contract shall be reduced by an amount equal to the per acre purchase price provided for in this Contract times the quantity of land so affected.

BOOK # 109 PAGE 70

EXHIBIT "B"

In determining net profits, the following shall be taken into account:

1. Net profits shall be determined for each fiscal year for the total project on a cash method of accounting. In computing net profit, there shall be deducted from gross receipts, as herein defined, all expenses as herein defined. The result shall constitute net profit for purposes of this Agreement.

The term "gross receipts" as herein defined shall mean all receipts actually realized by Lon Investment Company from the sale of project land and/or each interest in project land, from the lease or rental of project land and/or interest in project land and from project operations and shall include the value of all consideration actually received by Lon Investment Company, whether in cash or other property in connection with sales, leases, rental arrangements and operations.

The term "expenses" as used herein shall mean the following:

1. Costs of acquisition of land, including actual purchase price and actual interest costs including the costs provided for in Exhibit "A" preceding this Exhibit "B".
2. Lease rentals for lands within the total project:
3. Surveying and engineering expenses.
4. Title expenses.
5. Professional fees for services for accomplishment of the project.

BOOK 107 PAGE 200

6. Planning, designing and architectural expense.
7. Development expenses including costs of improvements.
8. Operating expenses.
9. All other expenses reasonably necessary to produce the income included in the gross receipts.

In all instances, expenses shall be reasonable.

BOOK # IC9 P 10

LON INVESTMENT COMPANY

Financial Statements

March 31, 1973

BOOK 109 PAGE 298

EXHIBIT

LON INVESTMENT COMPANY
 Balance Sheet
 As at March 31, 1973

ASSETS

Current Assets:

Cash in bank \$ 22,579.66
 Advances 1,000.00
Total Current Assets 23,579.66

Property and Property Rights (at appraised values):

Land—located in Summit & Wasatch Counties \$ 2,400,000.00
 Mineral Rights 100,000.00
Total Property and Property Rights 2,500,000.00

Deferred Charges:

Land acquisition costs \$ 3,086.69
 Project planning advances 12,583.58
 Organization costs--net 389.58
Total Deferred Charges 16,059.85

Total Assets

\$ 2,539,648.51

LIABILITIES & STOCKHOLDERS' EQUITY

Liabilities:

Current Liabilities:

Portion of long-term debt due within 1 year \$ 226,000.00

Long-term Debt:

Mortgage Notes Payable--Newpark Resources \$ 904,125.00
 Loans payable--Stockholders 314,833.33
Total \$ 1,218,958.33
 Less: Portion due within 1 year 226,031.25
Net Long-term Debt 992,927.08

Total Liabilities

\$ 1,218,927.08

Stockholders' Equity:

Capital Stock--\$1.00 par, 20,000 shares issued and outstanding \$ 20,000.00
 Amounts paid in excess of par value 7,100.24
 Revaluation surplus to reflect property and property rights at appraisal values 1,294,500.00
 Retained (deficit) (919.06)
Total Stockholders' Equity 1,320,681.24

Total Liabilities & Stockholders' Equity

\$ 2,539,648.51

BOOK #109 PAGE 30

EXHIBIT E
ASSIGNMENT OF CONTRACT

For valuable consideration, receipt of which is hereby acknowledged, Lon Investment Company, a Utah Corporation, hereinafter called "Assignor," hereby assigns to Newpark Resources, Inc., a Nevada corporation, hereinafter called "Assignee," all of Assignor's right, title and interest in and to that certain Uniform Real Estate Contract dated August 1, 1973, in which East Utah Mining Company, a Utah corporation, appears as seller and Assignor appears as buyer, said Contract providing for the sale and purchase of certain real property situated in Wasatch County, State of Utah; more particularly described in Schedule "A" attached hereto.

This Assignment is made for the purpose of securing the payment of certain indebtedness as set forth in an Agreement dated March 10, 1977, between Assignor and Assignee. Payment in full of said indebtedness will render this Assignment void; otherwise it shall continue in full force and effect.

Until said indebtedness of Assignor to Assignee is paid in full, Assignor agrees to pay all installments now due and owing or to become due under the said Uniform Real Estate Contract and to duly and promptly perform all other

ENTRY NO. 110100 DATE MAY 25 1977 TIME 3:56 P.M. FEE \$20.00
... FOR SECURITY TITLE BOOK 112 PAGE 52-55
... BY Marilyn E. Simpson Lon Investment Company

RECORDED PAGE 401

obligations to be performed by "buyer" under said Contract.

DATED the 10th day of March, 1977.

LON INVESTMENT COMPANY

By *Dean G. Christensen*
DEAN G. CHRISTENSEN
Its Secretary-Treasurer

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 27th day of April, 1977, personally appeared before me DEAN G. CHRISTENSEN, who being by me duly sworn did say that he is the Secretary-Treasurer of Lon Investment Company and that the foregoing Assignment of Contract was signed in behalf of said corporation by authority of a resolution of its board of directors and said DEAN G. CHRISTENSEN acknowledged to me that said corporation execute the same.

Rosanna G. Giv
NOTARY PUBLIC, residing in
Salt Lake County

My commission expires:
MY COMMISSION EXPIRES SEPT. 21, 1980

BOOK #109 PAGE

SCHEDULE "A"

In said Uniform Real Estate Contract dated August 1, 1973, in which East Utah Mining Company appears as "Seller" and Lon Investment Company appears as "Purchaser," the property is described as follows:

"The surface rights to the following-described patented mining claims located in Wasatch County, State of Utah, expressly reserving to the Seller all of the mineral rights therein, including all existing underground workings, portals and dump cites, and necessary access thereto; provided, however, the said access and dump sites shall be located in a manner that does not interfere with the use of the surface by the Purchaser:

- Mountaineer, Mountaineer No. 1, Mountaineer No. 2, Mountaineer No. 3, Neptune, Leone, Horn Silver, Horn Silver No. 1, Horn Silver No. 2, Lost Boulder No. 1, Lost Boulder No. 2, Lost Boulder No. 3, Lost Boulder No. 4, Lost Boulder No. 5, Lincoln, Norris, Silver Coin, Silver Coin No. 1, Sussie C, Evans, Evans No. 1, Minnie, Desert Entry, and any other rights of Seller in any patented mining claims adjoining or contiguous to the foregoing claims.

And the surface rights in the Norma, Dos, Uno and Tres unpatented mining claims.

Together with and subject to all rights-of-way appurtenant thereto.

"Reserving to Seller all water rights, present and future, which may originate with and/or be appurtenant to the said property.

BOOK #109 PAGE 402

"Provided further, all rights to water issuing from the Cunningham Tunnel that may belong to East Utah included, it being understood, however, that Lon Investment Company will hold East Utah harmless from any interruption in flow of such water and any pollution thereof that may result from mining operations by East Utah.

"Provided further, that the Seller shall have right, at any time prior to the conveyance of the property to Purchaser, to select an area or areas, not conveyed, not in excess of five acres for plant installations and surface operations in connection with Seller's mining operations, provided the location of same does not interfere with the Purchaser's use of the surface for its said project.

"Should any part of the property or any interest therein be taken, prior to the conveyance thereof to Buyer by any governmental authority, federal, state or local, the amount of any condemnation award including any severance damage and incidental damage shall belong to the Seller, the land taken shall be excluded from this Contract, and the purchase price (\$500.00 per acre) under this Contract shall be reduced by an amount equal to the per acre purchase price provided for in this Contract times the quantity of land so affected."

EXHIBIT F
MORTGAGE

THIS MORTGAGE made as of the 10th day of March, 1977, by and between LON INVESTMENT COMPANY, a Utah corporation, hereinafter referred to as "Mortgagor," and NEWPARK RESOURCES, INC., a Nevada corporation, hereinafter referred to as "Mortgagee."

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Six Hundred Seventy Three Thousand Nine Hundred Sixty Eight Dollars and Seventy Five Cents (\$673,968.25), as evidenced by two promissory notes dated November 15, 1972, and December 29, 1972, and two supplemental agreements between Mortgagor and Mortgagee dated June 30, 1975 and March 10, 1977, said indebtedness being payable in the manner and at the times and with the rate of interest set forth in said March 10, 1977 Agreement.

NOW, THEREFORE, for the purpose of securing prompt payment of Mortgagor's indebtedness in accordance with the terms of said promissory notes and supplemental agreements, the Mortgagor, for valuable consideration, receipt of which is hereby acknowledged, does hereby mortgage to Mortgagee the property situated in Wasatch County, State of Utah, as described in Schedule "A" attached hereto and by this reference made a part hereof.

BOOK 117 PAGE 46-51

ENTRY NO. 110099 ~~ENTRY~~ NOV 25 10 11 AM '77 ~~ENTRY~~ 5:55 P.M. '77 22.00
RECORDED FOR SECURITY TITLE a BOOK 117 PAGE 46-51
RECORDER Mary S. Plummer BY Lon H. Rupp

The Mortgagor covenants and agrees with the Mortgagee as follows:

1. Mortgagor will promptly pay the principal and interest on the indebtedness evidenced by said promissory notes and supplemental agreements between Mortgagor and Mortgagee, at the times and in the manner provided in said March 10, 1977, Agreement. Privilege is reserved to pay the debt in whole without any prepayment penalty.
2. Mortgagor warrants that it is purchasing the mortgaged property under a Uniform Real Estate Contract dated August 1, 1973, between East Utah Mining Company as seller and Mortgagor as buyer, that said Contract is in full force and effect, that Mortgagor is current in all of its obligations under said Contract, will continue to duly perform said obligations, and has not assigned any interest in the Contract or in the property covered thereby to any other person.
3. Mortgagor will promptly pay when due all taxes and assessments upon the said property.
4. Mortgagor will keep any improvements now existing or hereafter erected on the mortgaged property, for which Mortgagor is responsible in good condition and repair.
5. Mortgagor hereby warrants title as against persons claiming by, through or under Mortgagor.
6. If default be made in the payment of any installment of principal or interest as set forth in the said

March 10, 1977, Agreement, or in the payment of taxes and assessments as hereinbefore provided, or upon default in payment on demand of any money advanced by the Mortgagee on account of any proper cost, charge or expense for taxes or assessments or to cure any default by Mortgagor in its obligations under said Uniform Real Estate Contract, or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants contained herein or in the said promissory notes and supplemental agreements between Mortgagor and Mortgagee or in the said Uniform Real Estate Contract, then the Mortgagee may declare the entire indebtedness due and foreclose this mortgage, and may enter upon the property, collect rents, income and profits thereof with the same being pledged as additional security for said indebtedness.

7. If suit is brought to enforce the collection of the debt secured hereby, the court may appoint a receiver of the mortgaged property pending foreclosure and redemption. In such suit there shall be included in the amount decreed to be paid to the plaintiff, the principal and interest on said debt and all moneys advanced on account of Mortgagor's failure to pay taxes and assessments or to perform its other obligations hereunder or under said Uniform Real Estate Contract, with interest thereon at the rate set forth in the said March 10, 1977 Agreement, and all reasonable costs and expenses incurred including reasonable attorney's fees.

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The covenants herein contained shall bind, and the benefits and advantages shall inure to, the successors and assigns of the parties hereto.

Executed as of the day and year first above written

LON INVESTMENT COMPANY

By Dean G. Christensen
DEAN G. CHRISTENSEN
Its Secretary-Treasurer

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the 29th day of April, 1977, person appeared before me DEAN G. CHRISTENSEN, who being by me duly sworn did say that he is the Secretary-Treasurer of Lon Investment Company and that the foregoing Mortgage was signed in behalf of said corporation by authority of a resolution of its board of directors and said DEAN G. CHRISTENSEN acknowledged to me that said corporation executed the same.

Rosanne [Signature]
NOTARY PUBLIC, residing in
Salt Lake City

My commission expires:
MY COMMISSION EXPIRES SEPT. 21, 1980

"Provided further, all rights to water issuing from the Cunningham Tunnel that may belong to East Utah are included, it being understood, however, that Lon Investment Company will hold East Utah harmless from any interruption in flow of such water and any pollution thereof that may result from mining operations by East Utah.

"Provided further, that the Seller shall have the right, at any time prior to the conveyance of the property to Purchaser, to select an area or areas, not conveyed, not in excess of five acres for plant installations and surface operations in connection with Seller's mining operations, provided the location of same does not interfere with the Purchaser's use of the surface for its said project.

"Should any part of the property or any interest therein be taken, prior to the conveyance thereof to Buyer, by any governmental authority, federal, state or local, the amount of any condemnation award including any severance damage and incidental damage shall belong to the Seller, the land taken shall be excluded from this Contract, and the purchase price (\$500.00 per acre) under this Contract shall be reduced by an amount equal to the per acre purchase price provided for in this Contract times the quantity of land so affected."

SCHEDULE "A"

This Mortgage includes all property being purchased by Mortgagor as "Purchaser" from East Utah Mining Company as "Seller" under a Uniform Real Estate Contract dated August 1, 1973. Said property is described in said Uniform Real Estate Contract as follows:

"The surface rights to the following-described patented mining claims located in Wasatch County, State of Utah, expressly reserving to the Seller all of the mineral rights therein, including all existing underground workings, portals and dump cites, and necessary access thereto; provided, however, the said access and dump sites shall be located in a manner that does not interfere with the use of the surface by the Purchaser:

Mountaineer, Mountaineer No. 1, Mountaineer No. 2, Mountaineer No. 3, Neptune, Leone, Horn Silver, Horn Silver No. 1, Horn Silver No. 2, Lost Boulder No. 1, Lost Boulder No. 2, Lost Boulder No. 3, Lost Boulder No. 4, Lost Boulder No. 5, Lincoln, Norris, Silver Coin, Silver Coin No. 1, Sussie C, Evans, Evans No. 1, Minnie, Deseret Entry, and any other rights of Seller in any patented mining claims adjoining or contiguous to the foregoing claims.

And the surface rights in the Norma, Dos, Uno and Tres unpatented mining claims.

Together with and subject to all rights-of-way appurtenant thereto.

"Reserving to Seller all water rights, present and future, which may originate with and/or be appurtenant to the said property.

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ENTRY NO. 110861 DATE AUG. 30, 1977 TIME 4:04 A.M. FEE 17.00
RECORDED FOR STEWART TITLE BOOK 113 PAGE 557-59
RECORDED [Signature] BY [Signature]

ASSIGNMENT AND QUITCLAIM OF
INSTALLMENT LAND CONTRACT INTEREST
EXHIBIT G

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assigns, sells, transfers, sets over and quitclaims to ROSS LARE REALTY, N.V., of Curacao, The Netherlands Antilles, all of the undersigned's right, title and interest in and to that certain Agreement of August 1, 1973, by and between EAST UTAH MINING COMPANY, a Utah corporation, and the undersigned, including all real property described therein and as described in Exhibit A attached hereto and incorporated herein by reference, which Agreement was amended as provided in that certain Addendum to Agreement dated August 1, 1973 of April 12, 1977 (which Agreement and the Addendum thereto are hereinafter referred to collectively as the "Agreement").

The undersigned warrants that it is not in default with respect to the Agreement and that the Agreement is in full force and effect as of the date hereof.

This Assignment and Quitclaim is made subject to all liens, encumbrances and exceptions to title of record as of the date hereof, and while it is intended hereby to convey all appurtenances to the real property described in Exhibit A attached hereto, including without limitation all appurtenant water, oil, gas and mineral rights owned by the undersigned, if any, the undersigned makes no warranty whatsoever of seisen, possession, right to convey, encumbrances, title or indemnity with respect to said rights.

IN WITNESS WHEREOF, the undersigned has executed this Assignment and Quitclaim this 17 day of August, 1977.

LON INVESTMENT COMPANY
a Utah corporation

ATTEST:

By: [Signature]
President

BOOK 109 PAGE 10

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

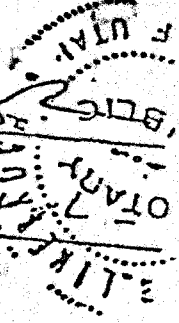
On the 17 day of August, 1977, personally appear before me EDWARD J. VETTER and DEAN G. CHRISTENSEN who being by me duly sworn did say that he, the said EDWARD J. VETTER, is the president, and he, the said DEAN G. CHRISTENSEN, is the SECY of LON INVESTMENT COMP. and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

3-10-81

Edward J. Vetter
Notary Public

Residing at: 52 C, Utah



SURFACE RIGHTS ONLY in and to the following described and named property:

TRACT I.

Beginning at a point 437.8 feet North from the Southwest corner of the Southeast quarter of Section 24, in Township 2 South of Range 4 East of the Salt Lake Meridian; and running thence North 63°30' East 721.1 feet; thence North 10°11' West 1667.1 feet; thence South 63°30' West 391.9 feet; thence South 1787.6 feet to the place of beginning.

TRACT II.

The following named and described lode mining claims, situated in the Blue Ledge Mining District, Wasatch County, State of Utah, to-wit:

- NORRIS LODE, Lot No. 101,
- LEONE, MOUNTAINEER NO. 2, MOUNTAINEER NO. 1, MOUNTAINEER, MOUNTAINEER NO. 3,

- and NEPTUNE, Lot No. 211.
- LINCOLN, Lot No. 3278
- LOST BOLDER NO. 1, LOST BOLDER NO. 2, LOST BOLDER NO. 3, LOST BOLDER NO. 4,
- HORN SILVER MINING CLAIM NO. 2, and HORN SILVER MINING CLAIM NO. 1, Lot No. 5070.
- EVANS, LOST BOLDER NO. 5, EVANS NO. 1, SUSSIE C., MINNIE, SILVER COIN and
- SILVER COIN NO. 1 AMENDED, Mineral Surveys Nos. 6732 and 6743, respectively.

That part of the HOMESTAKE NO. 3, Lot No. 5028, described as follows:
 Beginning at the N. E. corner No. 4 of the HOME STAKE NO. 3 Lode, Survey No. 5028, running thence S. 81°01' W. 602.8 feet to N. W. corner No. 3 of said Home Stake No. 3 lode; thence S. 14 30' E. 289.8 feet to a point of intersection of N. side line of said Home Stake No. 3 lode with the E. end line of Belcher No. 5 Lode, Lot No. 195; thence S. 22°30' E. 9.3 feet, to S. E. corner No. 4 of the said Belcher No. 5 Lode; thence N. 81°0' E. 40 feet to N. E. corner No. 3 of Belcher No. 4 Lode, Lot 194; thence S. 16°4' E. 182.9 feet to a point of intersection of S. side line of Horn Silver Mining Claim, No. 1 lode, Survey No. 5070, and N. side line of Horn Silver mining claim No. 2, Lode, Survey No. 5070, with the E. end line of said Belcher No. 4 Lode; thence S. 66°15' E. 705.4 feet to a point of intersection of the S. side line of the said Horn Silver mining claim No. 2 lode with the E. side line of said Home Stake No. 3 Lode; thence N. 14°30' W. along side line of Home Stake No. 3 Lode, 864.7 feet to N. E. corner No. 4 of the Home Stake No. 3 Lode, place of beginning.

EXCEPT all minerals in or under said land including but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights and easement rights or other matters relating thereto whether expressed or implied.

EXHIBIT A

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EXHIBIT H

Description of SD Property

The following described patented lode mining claims situated in Summit County, Utah and Wasatch County, Utah:

<u>Name of Claim</u>	<u>Mineral Survey or Lot No.</u>
Fraction	MS 5027
Morning Star	MS 5027
Oom Paul	MS 5027
San Diego	Lot 207
Viking	MS 7041

Together with any and all other mining claims owned by San Diego Mining Company and adjoining or overlapping the claims described above.

EXHIBIT IDescription of Total Ski Area

All of Section 22, Township 2 South, Range 4 East, SLB&M; The South 1500 feet of Section 23, Township 2 South, Range 4 East, SLB&M; S.W. 1/4 of Section 24, Township 2 South, Range 4 East, SLB&M; West 1000 feet of Section 25, Township 2 South, Range 4 East, SLB&M; All of Section 26, Township 2 South, Range 4 East, SLB&M; All of Section 27, Township 2 South, Range 4 East, SLB&M; All of Section 28, Township 2 South, Range 4 East, SLB&M; All of Section 33, Township 2 South, Range 4 East, SLB&M; All of Section 34, Township 2 South, Range 4 East, SLB&M; All of Section 35, Township 2 South, Range 4 East, SLB&M; The North 1000 feet of Section 36, Township 2 South, Range 4 East, SLB&M; All of Section 2, Township 3 South, Range 4 East, SLB&M; All of Section 3, Township 3 South, Range 4 East, SLB&M; All of Section 4, Township 3 South, Range 4 East, SLB&M; A portion of Section 29, Township 2 South; Range 4 East, SLB&M, more particularly described as follows:

Beginning at the Southeast corner of said Section 29, and running thence West 5280 feet more or less to the Southwest corner of said Section 29, thence North-easterly to a point West 1700 feet from the Northeast corner of said Section 29, thence East 1700 feet to said Northeast corner of Section 29, thence South 5280 feet, more or less to the point of beginning.

thence North $88^{\circ}38'$ East 377.3 feet to Corner No. 2 of Red Rock Lode (Survey No. 6973); thence South $81^{\circ}47'$ East 292.0 feet, more or less, to the North end line of Green Stone Lode (Survey No. 6973); thence North $21^{\circ}13'$ East 1,500.0 feet to Corner No. 4 of Big Hill Lode (Survey No. 6973); thence South $81^{\circ}47'$ East 615.8 feet to Corner No. 3 of said Big Hill Lode; thence South $21^{\circ}13'$ West 1,500.0 feet to Corner No. 2 of said Big Hill Lode; thence North $81^{\circ}47'$ West 307.9 feet to the South end line of said Big Hill Lode; thence South $8^{\circ}13'$ West 1209.6 feet to Corner No. 3 of said Green Stone Lode, thence North $81^{\circ}47'$ West 600.0 feet to Corner No. 2 of said Green Stone Lode; thence North $8^{\circ}13'$ East 601.1 feet to the West side of said Green Stone Lode; thence South $88^{\circ}38'$ West 1,398.7 feet to Corner No. 4 of Red Rock Lode (Survey No. 6973); thence North $1^{\circ}22'$ West 410.0 feet to the West end line of the said Red Rock Lode; thence South $66^{\circ}00'$ West 545.0 feet, more or less, to Corner No. 3 of Prince Lode (Survey No. 5911); thence North $37^{\circ}40'$ West 582.4 feet to the West end line of the said Prince Lode; thence South $65^{\circ}10'$ West 795.0 feet, more or less, to Corner No. 4 of Troy Lode; thence South $38^{\circ}21'$ West 1500.0 feet to Corner No. 3 of the said Troy Lode; thence North $41^{\circ}30'$ West 1175.0 feet; more or less, to the South end line of the Vancouver Lode (Survey No. 4956); thence South $36^{\circ}40'$ West 106.3 feet more or less to

Corner No. 2 of the Virgo No. 2 Lode (Survey No. 6980); thence North 50°52' West 123.0 feet to Corner No. 4 of Wildflower No. 11 Lode (Survey No. 6980); thence South 35°48' West 1,500.0 feet to Corner No. 3 of said Wildflower No. 11 Lode; thence North 52°39' West 600.0 feet to Corner No. 4 of the Wildflower No. 10 Lode (Survey No. 6980); thence North 53°53' West 600.0 feet to Corner No. 3 of said Wildflower No. 10 Lode; thence North 35°48' East 1,500.0 feet to Corner No. 2 of the said Wildflower No. 10 Lode; thence North 87°04' West 1,415.0 feet, more or less, to Corner No. 4 of the Autumn Gold Lode (Survey No. 3792); thence North 2°56' East 1,111.5 feet to Corner No. 3 of Meadow Lode (Survey No. 3792); thence North 87°04' West 1,021.3 feet to Corner No. 4 of said Meadow Lode; thence North 2°46' East 620.0 feet, more or less, to corner No. 6 of Fisher No. 8 Lode (Survey No. 6983); thence North 43°52' West 825.3 feet to Corner No. 1 of said Fisher No. 8 Lode; thence North 2°45' East 107.6 feet to Corner No. 2 of said Fisher No. 8 Lode; thence North 46°04' East 488.9 feet to the North side line of the said Fisher No. 8 Lode; thence North 2°56' East 150.0 feet more or less to Corner No. 3 of the Golden Rule Lode (Survey No. 5100); thence South 87°04' East 140.6 feet to the North side line of the said Golden Rule Lode; North 46°04' East 111.5 feet, more or less, to the North side line of the said Fisher No. 8 Lode; thence South 88°17' West 194.9 feet to corner No. 3 of the New Discovery Lode (Survey No. 5302); thence North 10°33' East 610.5 feet to Corner No. 4 of said New Discovery Lode; thence North 88°17' East 425.0 feet, more or less, to the North side line of the said New Discovery Lode; thence North 44°22' West 500.0 feet to Corner No. 3 of the Acma Lode (Survey No. 5403); thence North 35°37' West 500.0 feet more or less to Corner No. 3 of Magnet Lode (Lot 41); thence North 55°30' West 600.0 feet to Corner No. 4 of said Magnet Lode; thence North 34°30' East 668.0 feet, more or less, to the West side line of the said Magnet Lode; thence South 58°30' West 391.0 feet to Corner No. 3 of the American Boy Lode (Survey No. 5328); thence North 30°20' West 600.1 feet to Corner No. 2 of the said American Boy Lode; thence North 58°30' East 900.0 feet to Corner No. 5 of the D & H Lode (Survey No. 5404); thence North 48°04' West 446.9 feet to Corner No. 6 of said D & H Lode; thence South 53°18' West 236.8 feet to Corner No. 4 of the Thurman Junior Lode (Survey No. 6899); thence North 26°45' West 216.6 feet to Corner No. 5 of said Thurman Junior Lode; thence North 59°52' East 160 feet, more or less, to the North side line of the said Thurman Junior Lode; thence North 36°25' West 461.7 feet to Corner No. 4 of the overlooked Fraction Lode (Survey No. 6026); thence North 36°29' West 145.2 feet to Corner No. 3 of said overlooked Fraction Lode; thence North 47°11' East 907.1 feet to Corner No. 2 of said overlooked Fraction Lode; thence South 36°29' East 145.2 feet to Corner No. 1 at said overlooked Fraction Lode; thence North 47°30' East 600 feet, more or less, to Corner No. 2 of the Uncle Charles Lode (Lot 448) thence South 42°30' East 200 feet to Corner No. 3 of the said Uncle Charles Lode; thence North 47°30' East 695.0 feet to a point on the North Line of Harwood Lode (Lot 450); thence North 58°19' West 266.0 feet, more or less, to Corner No. 3 of the Clipper Lode (Lot 570); thence North 83°00' West 230.3 feet to Corner No. 4 of said Clipper Lode; thence North 36°57' East 854.0 feet to Corner No. 5 of said Clipper Lode; thence North 25°25' East

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650.7 feet to Corner No. 6 of the said Clipper Lode; thence South $83^{\circ}00'$ East 210.3 feet to Corner No. 6 of the Columbia Lode (Lot 569); thence South $57^{\circ}45'$ East 201.4 feet to Corner No. 3 of the Viola No. 2 Lode (Lot 562); thence North $44^{\circ}35'$ West 287.0 feet to Corner No. 2 of said Viola No. 2 Lode; thence North $71^{\circ}28'$ East 600.0 feet to Corner No. 1 of said Viola No. 2 Lode; thence North $8^{\circ}40'$ East 105.10 feet to Corner No. 2 of said Viola Lode (Lot 273); thence North $60^{\circ}47'$ East 1500.0 feet to Corner No. 2 of said Viola Lode; thence South $8^{\circ}40'$ West 253.0 feet to Corner No. 1 of said Viola Lode; thence South $3^{\circ}14'$ East 280.0 feet, more or less, to Corner No. 6 of the Richmond Lode (Survey No. 4968); thence North $60^{\circ}47'$ East 600.0 feet to Corner No. 1 of said Richmond Lode; thence South $15^{\circ}00'$ East 750.0 feet to Corner No. 2 of said Richmond Lode; thence South $14^{\circ}47'$ West 625 feet, more or less, to the North line of the J.I.C. Lode (Lot 561); thence North $72^{\circ}28'$ East 854 feet, more or less, to Corner No. 4 of the said J.I.C. Lode; thence South $10^{\circ}30'$ East 160.0 feet, more or less; thence North $79^{\circ}00'$ East 95.0 feet, more or less, along the North line of the Southeast Extension of the Maybell Lode (Lot 374), to the East line of the Rose Bud Lode (Survey No. 6546); thence North $24^{\circ}06'$ West 335.0 feet, more or less, to Corner No. 4 of the said Rose Bud Lode; thence North $84^{\circ}03'$ East 411.8 feet to Corner No. 1 of the said Rose Bud Lode; thence South $7^{\circ}56'$ East 22.5 feet, more or less to the North line of the City of Edinburg Lode (Survey No. 3288); thence North $70^{\circ}15'15''$ East 960.0 feet, more or less, to Corner No. 4 of the said City of Edinburg Lode; thence North $67^{\circ}38'$ East 492.0 feet to Corner No. 5 of the Denver Lode (Survey No. 4967); thence North $88^{\circ}08'$ West 474.1 feet to Corner No. 4 of the said Denver Lode; thence North $20^{\circ}23'$ West 198.2 feet to Corner No. 3 of the said Denver Lode; thence South $69^{\circ}37'$ West 856.0 feet to Corner No. 2 of the said Denver Lode; thence North $30^{\circ}30'$ West 288.9 feet to Corner No. 1 of the said Denver Lode; thence North $82^{\circ}36'$ East 910.4 feet to Corner No. 9 of the said Denver Lode; thence North $19^{\circ}51'$ West 526.5 feet to Corner No. 2 of the Denver No. 2 Lode (Survey No. 4967); thence South $31^{\circ}45'$ West 363.5 feet to Corner No. 2 of the said Denver No. 2 Lode; thence North $4^{\circ}30''$ East 450.0 feet to Corner No. 1 of the said Denver No. 2 Lode; thence South $73^{\circ}27'$ East 127.0 feet to Corner No. 2 of the Denver No. 5 Lode (Lot 4967); thence North $4^{\circ}30'$ East 526.9 feet to Corner No. 1 of the said Denver No. 5 Lode; thence South $78^{\circ}50'$ East 781.5 feet to Corner No. 5 of the said Denver No. 5 Lode; thence South $59^{\circ}37'$ East 274 feet; more or less, to the North line of the Juliet Lode (Lot 115); thence North $86^{\circ}00'$ East 482.5 feet, more or less, along said North line to the North line of the Error No. 1 Lode (Survey No. 7046); thence North $66^{\circ}33'$ East 1500 feet, more or less, to Corner No. 4 of the said Error No. 1 Lode; thence North $85^{\circ}00'$ East 1200 feet, more or less, to Corner No. 2 of the Little Kate Lode (Lot 111); thence South $17^{\circ}45'$ East 126.8 feet to the North line of the Cumberland Lode (Lot 120); thence North $86^{\circ}04'$ East 375 feet, more or less, to the North line of the Independence Lode (Lot 171); thence North $60^{\circ}00'$ East 952 feet, more or less, to the West line of the Libert Extension Lode (Survey No. 6751); thence North $27^{\circ}30'$ West 85 feet, more or less, to Corner No. 1 of the said Libert Extension Lode; thence North $66^{\circ}01'$ East 1493.2 feet to Corner No. 4 of the said Libert Extension Lode;

thence South 27°30' East 603.8 feet to Corner No. 3 of said Libert Extension Lode; thence South 69°00' West 498 feet; more or less, to the East line of Cataract Lode (Lot 103); thence South 23°22' East 170.0 feet to Corner No. 3 of the said Cataract Lode; thence North 66°38' East 60 feet, more or less to Corner No. 5 of the Belcher No. 5 Lode (Lot 195); thence South 22°30' East 245 feet, more or less, to the North line of Homestake No. 3 Lode (Survey No. 5028); thence North 62°13' East 800 feet, more or less, to the South side line of the Lincoln Lode (Survey No. 3278); thence South 85°10' West 205.2 feet, more or less, to Corner No. 3 of said Lincoln Lode; thence North 4°50' West 600 feet to Corner No. 4 of said Lincoln Lode; thence North 85°10' East 1500 feet to Corner No. 1 of said Lincoln Lode; thence North 6°15' East 174.9 feet to Corner No. 3 of the Lost Boulder No. 4 Lode (Survey No. 5070); thence North 10°00' West 200 feet to the South side line of the Susie G. Lode (Survey No. 6732); thence South 81°10' West 361.8 feet, more or less, to Corner No. 2 of said Susie G. Lode; thence North 538.4 feet to Corner No. 3 of said Susie G. Lode; thence North 78°25' East 1000.0 feet to the point of beginning.

Also:

Beginning at Corner No. 1 of the Hebe Lode (Survey No. 3920) which point is situated South 8°22' West 684.0 feet from the South 1/4 Corner of Section 35, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence South 65°43' East 1,500 feet to Corner No. 2 of said Hebe Lode; thence North 40°58' East 626.4 feet to Corner No. 3 of said Hebe Lode; thence North 65°43' West 144 feet, more or less, to Corner No. 2 of the Adla Lode (Survey No. 3916); thence North 40°58' East 626.4 feet to Corner No. 3 of said Adla Lode; thence North 65°43' West 3,622.6 feet, more or less, to Corner No. 4 of the Gerda Lode (Survey No. 3917); thence South 40°58' West 626.4 feet to the North side line of the Valkyrien Lode (Survey No. 3918); thence North 65°43' West 733.4 feet, more or less to Corner No. 4 of said Valkyrien Lode; thence South 40°58' West 626.4 feet to Corner No. 3 of said Valkyrien Lode; thence South 65°43' East 3,000 feet, more or less, to the point of beginning.

Also:

Beginning at a point on the West side line of the Undine Lode (Survey No. 5130), which point is situated 1,495 feet, more or less, West of the South 1/4 corner of Section 2, Township 3 South, Range 4 East, Salt Lake Base and Meridian; thence North 22°02' East 1,370 feet, more or less, to Corner No. 2 of said Undine Lode; thence North 19°20' East 1,500 feet to Corner No. 1 of the Buckeye Lode (Survey No. 4297); thence South 85°20' East 621.0 feet to Corner No. 3 of the Susie G. Lode (Survey No. 4297); thence North 19°17' East 1,496.2 feet to Corner No. 2 of said Susie G. Lode; thence North 85°20' West 606.1 feet to Corner No. 1 of the Susie G. No. 2 Lode (Survey No. 4297); thence North 61°30' West 711.3 feet to Corner No. 4 of the Eclipse Lode (Survey No. 5130); thence South 39°02' West 1,508.3 feet, more or less, to Corner No. 3 of said Eclipse Lode; thence South 19°20' West 1,500 feet to Corner No. 3 of the Rising Star Lode

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(Survey No. 5130); thence South $15^{\circ}51'$ West 1,500 feet to
No. 3 of the Plantic Lode (Survey No. 5130); thence South
East 1,050.5 feet to Corner No. 3 of the said Undine Lode;
thence North $22^{\circ}02'$ East 103 feet, more or less to the point
beginning.

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EXHIBIT J

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assigns, sells, transfers, sets over and quitclaims 55/175ths undivided interest to STICHTING MAYFLOWER RECREATIONAL FONDS and 120/175ths undivided interest to MAYFLOWER RECREATIONAL FUND, all of the undersigned's right, title and interest in and to the Assignment and Quitclaim of Installment Land Contract Interest attached hereto as Exhibit "A" executed by Lon Investment Company in favor of the undersigned and executed August 17, 1977.

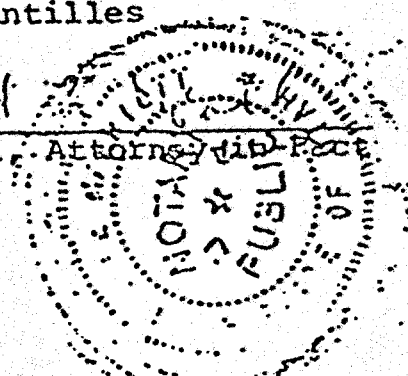
The undersigned warrants that it is not in default with respect to its obligations as evidenced in the attached Exhibit "A" which Exhibit and its attachment are incorporated herein by reference.

This Assignment is made subject to all liens, encumbrances and exceptions to title of record as of the date hereof, and while it is intended hereby to convey all appurtenances to the real property described in the attachment to Exhibit "A" attached hereto, including without limitation all appurtenant water, oil, gas and mineral rights owned by the undersigned, if any, the undersigned makes no warranty whatsoever of seisen, possession, right to convey, encumbrances, title or indemnity with respect to said rights.

IN WITNESS WHEREOF, the undersigned has executed this Assignment at 4:00 P.M. this 31st day of December, 1977.

ROSSLARE REALTY, N.V., of Curacao,
The Netherlands Antilles

By David L. Scoll, Attorney at Law



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Entry No. 144085 Book K 108
RECORDED 1-27-78 at 3:30 M Page 416-20
OF THE SUMMIT CO. TITLE
WANDA Y. SPRIGGS, SUMMIT CO. RECORDER

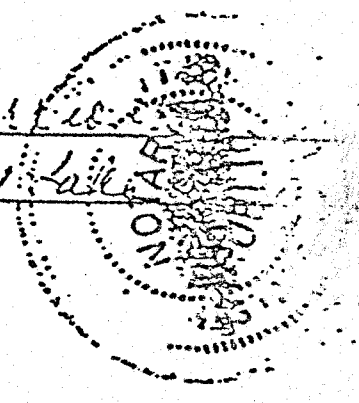
Summit County Title
JAN. 27 1978 at 2:10 P.M. MARY G. CHIPMAN

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 2nd day of July, 19 77 personally
appeared before me David L. Scoll the signer of the within
instrument, who duly acknowledged to me that he executed the
same.

My Commission Expires
7-11-81

David L. Scoll
Notary Public
Residing at Salt Lake



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ASSIGNMENT AND QUITCLAIM OF
INSTALLMENT LAND CONTRACT INTEREST

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assigns, sells, transfers, sets over and quitclaims to ROSS LARE REALTY, N.V., of Curacao, The Netherlands Antilles, all of the undersigned's right, title and interest in and to that certain Agreement of August 1, 1973, by and between EAST UTAH MINING COMPANY, a Utah corporation, and the undersigned, including all real property described therein and as described in Exhibit A attached hereto and incorporated herein by reference, which Agreement was amended as provided in that certain Addendum to Agreement dated August 1, 1973 of April 12, 1977 (which Agreement and the Addendum thereto are hereinafter referred to collectively as the "Agreement").

The undersigned warrants that it is not in default with respect to the Agreement and that the Agreement is in full force and effect as of the date hereof.

This Assignment and Quitclaim is made subject to all liens, encumbrances and exceptions to title of record as of the date hereof, and while it is intended hereby to convey all appurtenances to the real property described in Exhibit A attached hereto, including without limitation all appurtenant water, oil, gas and mineral rights owned by the undersigned, if any, the undersigned makes no warranty whatsoever of seisen, possession, right to convey, encumbrances, title or indemnity with respect to said rights.

IN WITNESS WHEREOF, the undersigned has executed this Assignment and Quitclaim this ___ day of August, 1977.

LON INVESTMENT COMPANY
a Utah corporation

ATTEST:

By: _____
President

BOOK # 108 PAGE 418

BOOK # 109 PAGE 422

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

On the ___ day of August, 1977, personally appeared
before me _____ and _____
who being by me duly sworn did say that he, the said _____
_____, is the president, and he, the said _____
_____, is the _____ of LON INVESTMENT COMPANY
and that the within and foregoing instrument was signed in
behalf of said corporation by authority of a resolution of the
board of directors, and each duly acknowledged to me that said
corporation executed the same and that the seal affixed is the
seal of said corporation.

My Commission Expires: _____

Notary Public
Residing at: _____

SURFACE RIGHTS ONLY in and to the following described and named property:

TRACT I.

Beginning at a point 437.8 feet North from the Southwest corner of the Southeast quarter of Section 24, in Township 2 South of Range 4 East of the Salt Lake Meridian; and running thence North 63°30' East 721.1 feet; thence North 10°11' West 1667.1 feet; thence South 63°30' West 391.9 feet; thence South 1787.6 feet to the place of beginning.

TRACT II.

The following named and described lode mining claims, situated in the Blue Ledge Mining District, Wasatch County, State of Utah, to-wit:

NORRIS LODE, Lot No. 101,
LEONE, MOUNTAINEER NO. 2, MOUNTAINEER No. 1, MOUNTAINEER, MOUNTAINEER NO. 3,

and NEPTUNE, Lot No. 211.

LINCOLN, Lot No. 3278

LOST BOLDER NO. 1, LOST BOLDER NO. 2, LOST BOLDER NO. 3, LOST BOLDER NO. 4,
HORN SILVER MINING CLAIM NO. 2, and HORN SILVER MINING CLAIM NO. 1, Lot No. 5070.

EVANS, LOST BOLDER NO. 5, EVANS NO. 1, SUSSIE C., MINNIE, SILVER COIN and
SILVER COIN NO. 1 AMENDED, Mineral Surveys Nos. 6732 and 6743, respectively.

That part of the HOMESTAKE NO. 3, Lot No. 5028, described as follows:

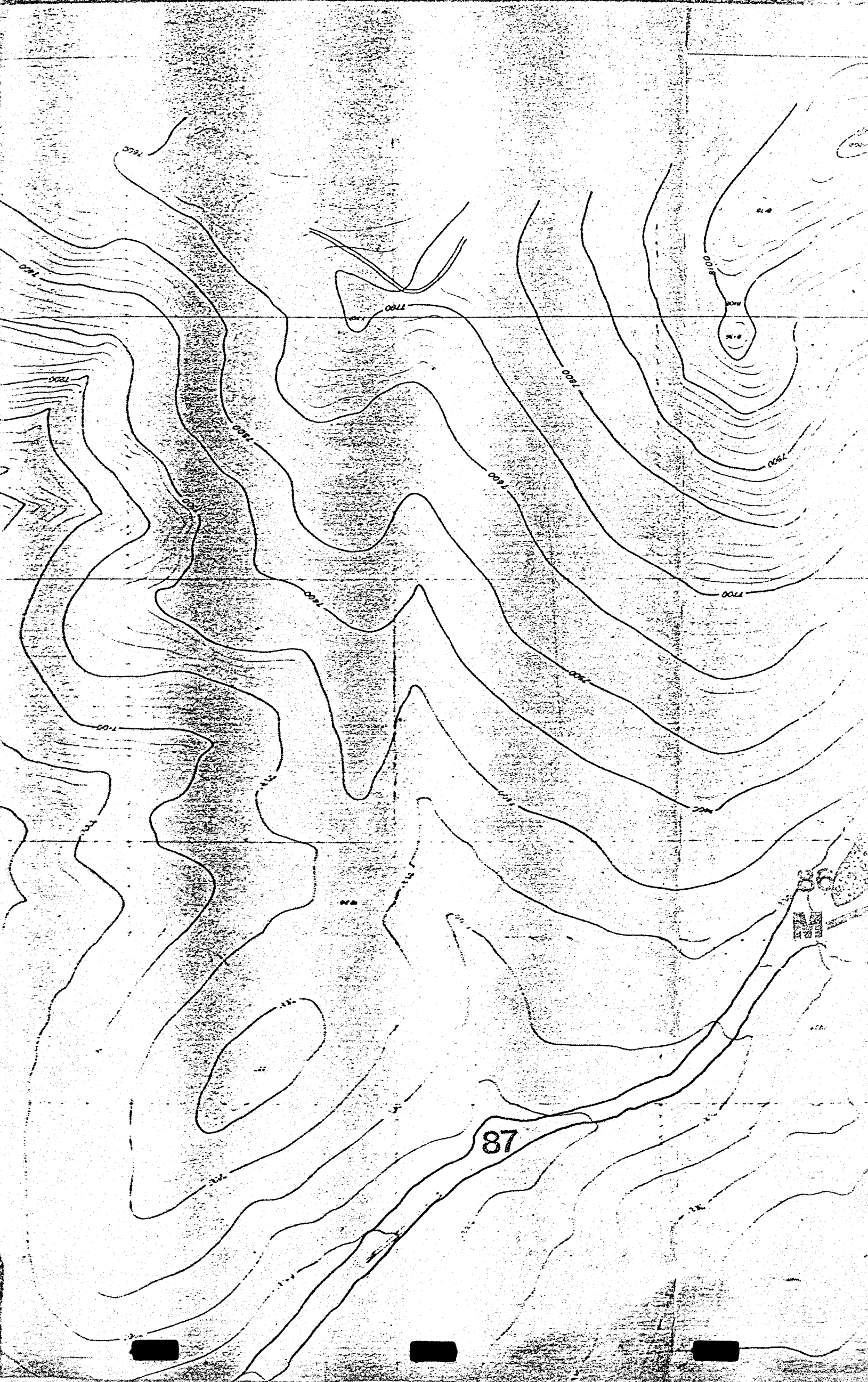
Beginning at the N. E. corner No. 4 of the HOME STAKE NO. 3 Lode, Survey No. 5028, running thence S. 81°01' W. 602.8 feet to N. W. corner No. 3 of said Home Stake No. 3 lode; thence S. 14°30' E. 289.8 feet to a point of intersection of W. side line of said Home Stake No. 3 lode with the E. end line of Belcher No. 5 Lode, Lot No. 195; thence S. 22°30' E. 9.3 feet, to S. E. corner No. 4 of the said Belcher No. 5 Lode; thence N. 81°0' E. 40 feet to N. E. corner No. 3 of Belcher No. 4 Lode, Lot 194; thence S. 16°4' E. 182.9 feet to a point of intersection of side line of Horn Silver Mining Claim, No. 1 lode, Survey No. 5070, and N. side line of Horn Silver mining claim No. 2, Lode, Survey No. 5070, with the E. end line of said Belcher No. 4 Lode; thence S. 66°15' E. 705.4 feet to a point of intersection of the S. side line of the said Horn Silver mining claim No. 2 lode with the E. side line of said Home Stake No. 3 Lode; thence N. 14°30' W. along E. side line of Home Stake No. 3 Lode, 864.7 feet to N. E. corner No. 4 of the Home Stake No. 3 Lode, place of beginning.

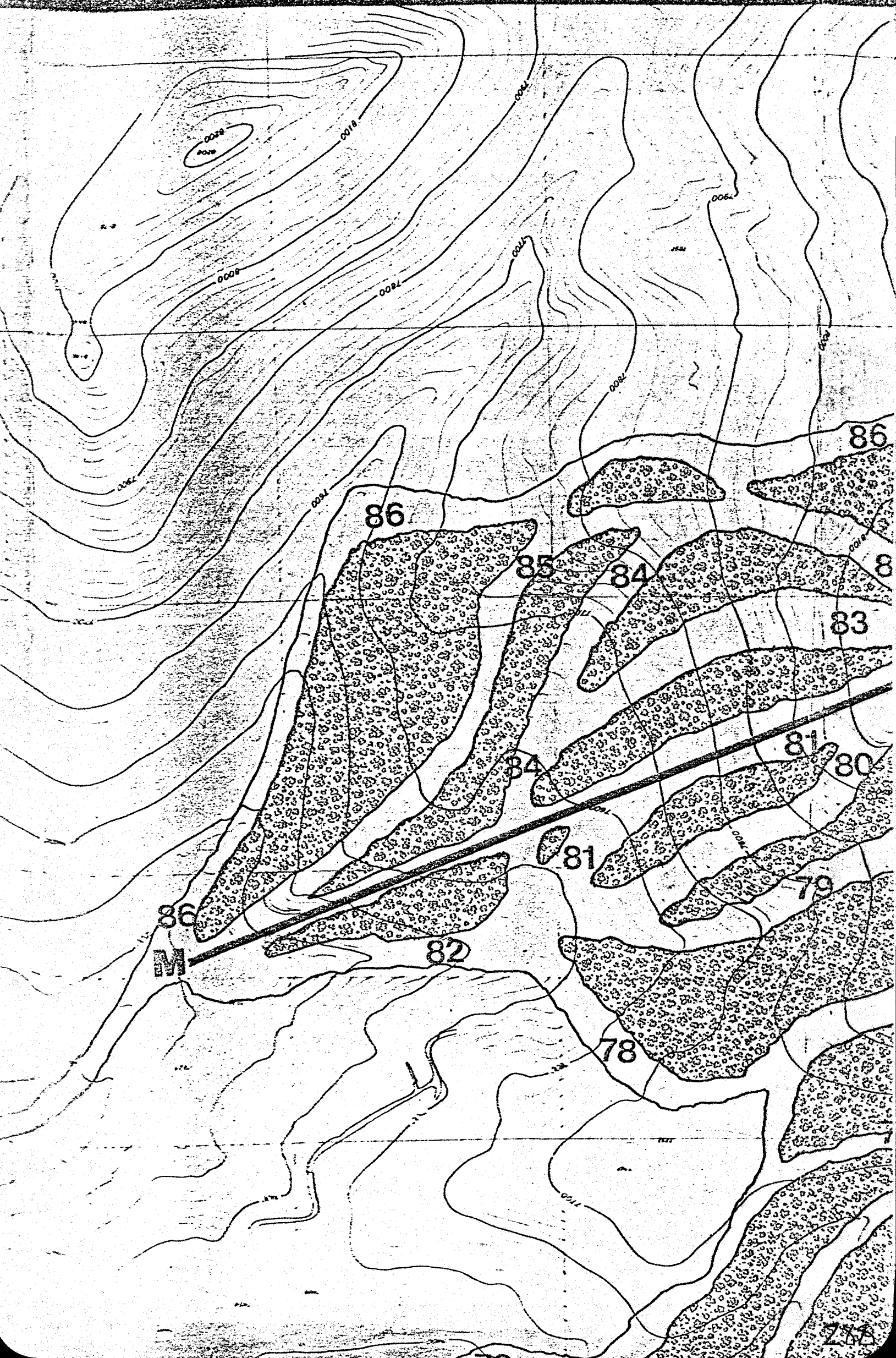
EXCEPT all minerals in or under said land including but not limited to metals, oil, gas, coal, stone and mineral rights, mining rights and easement rights or other matters relating thereto whether expressed or implied.

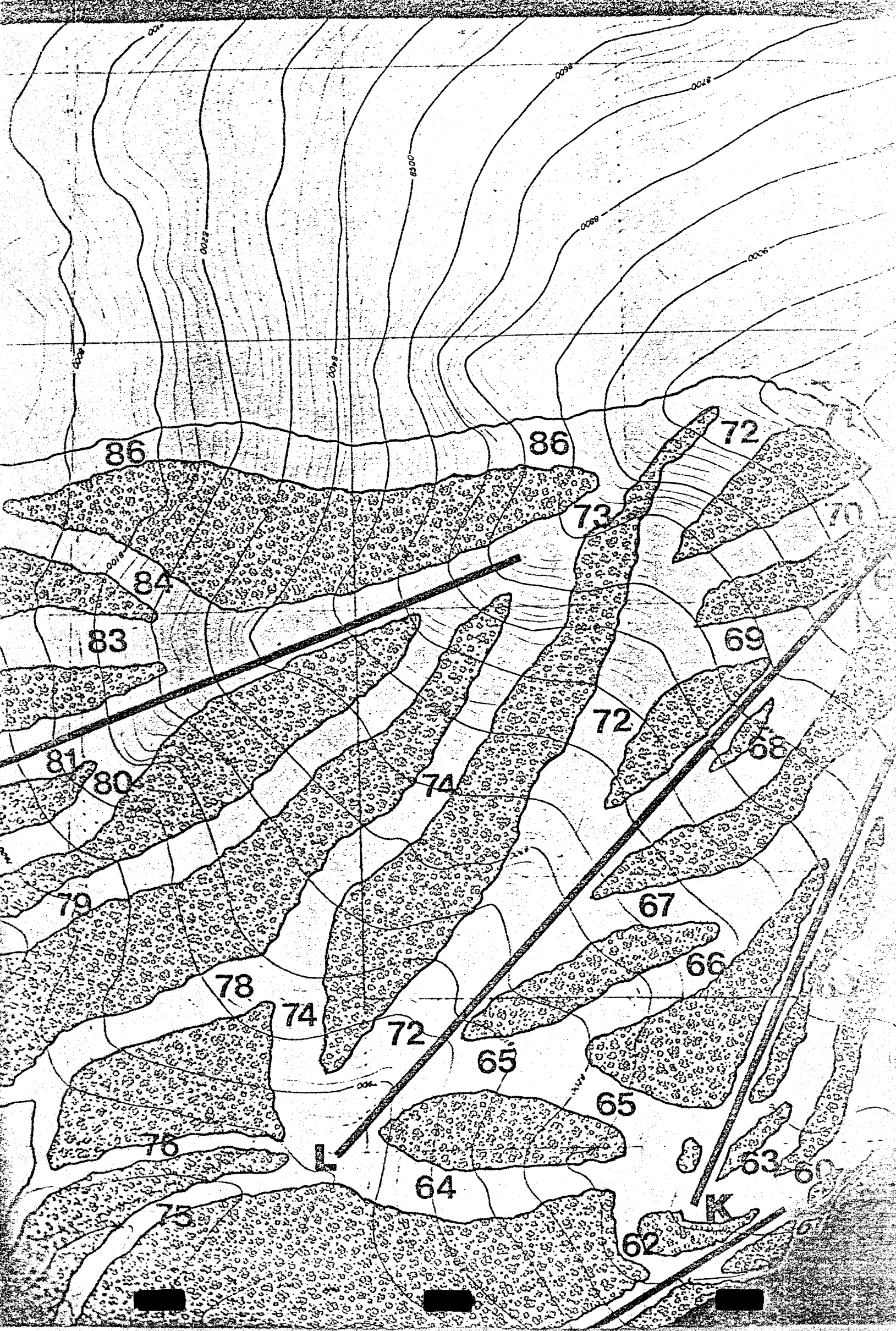
EXHIBIT A

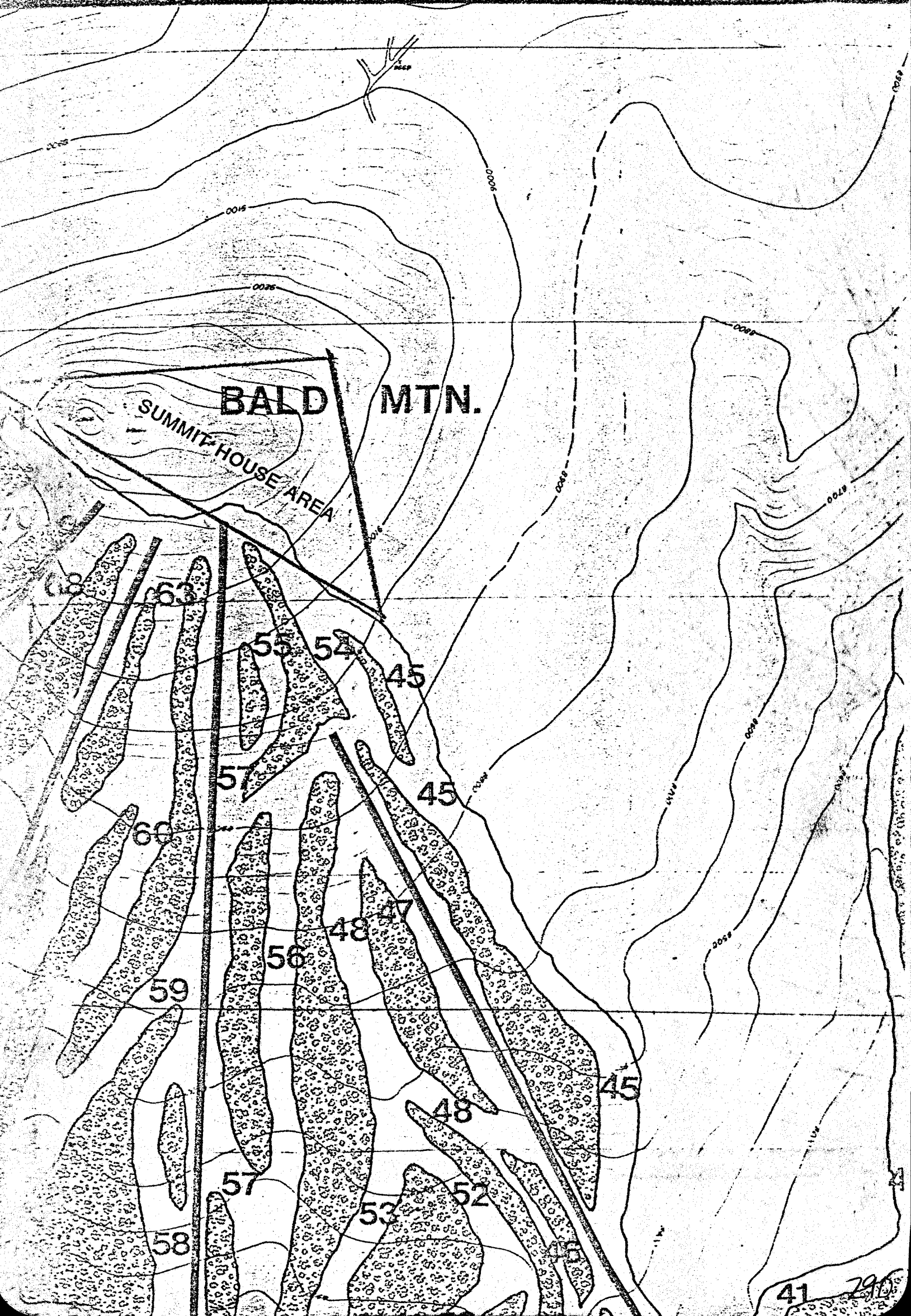
BOOK #103 PAGE 420

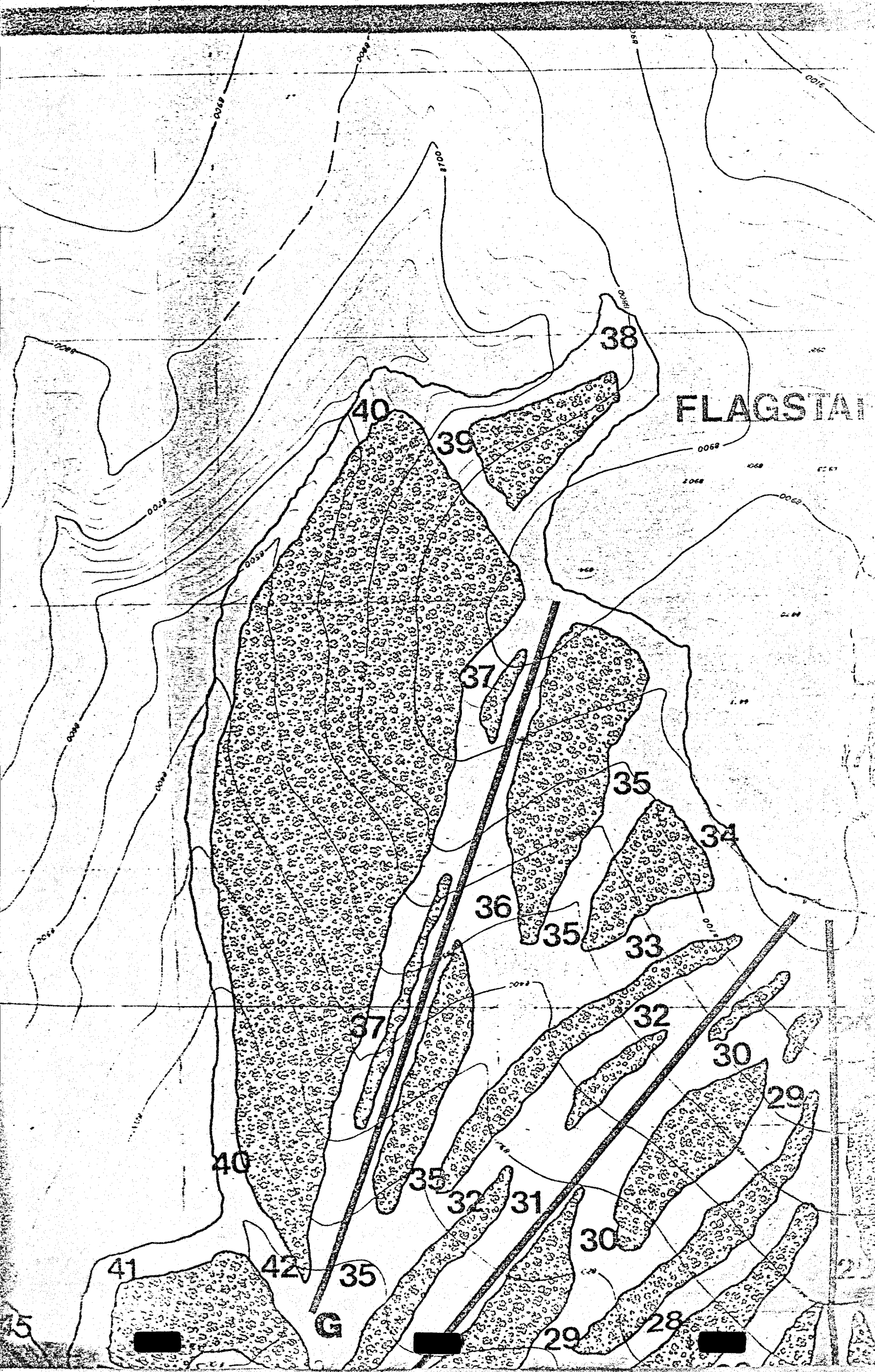
BOOK #103 PAGE 424



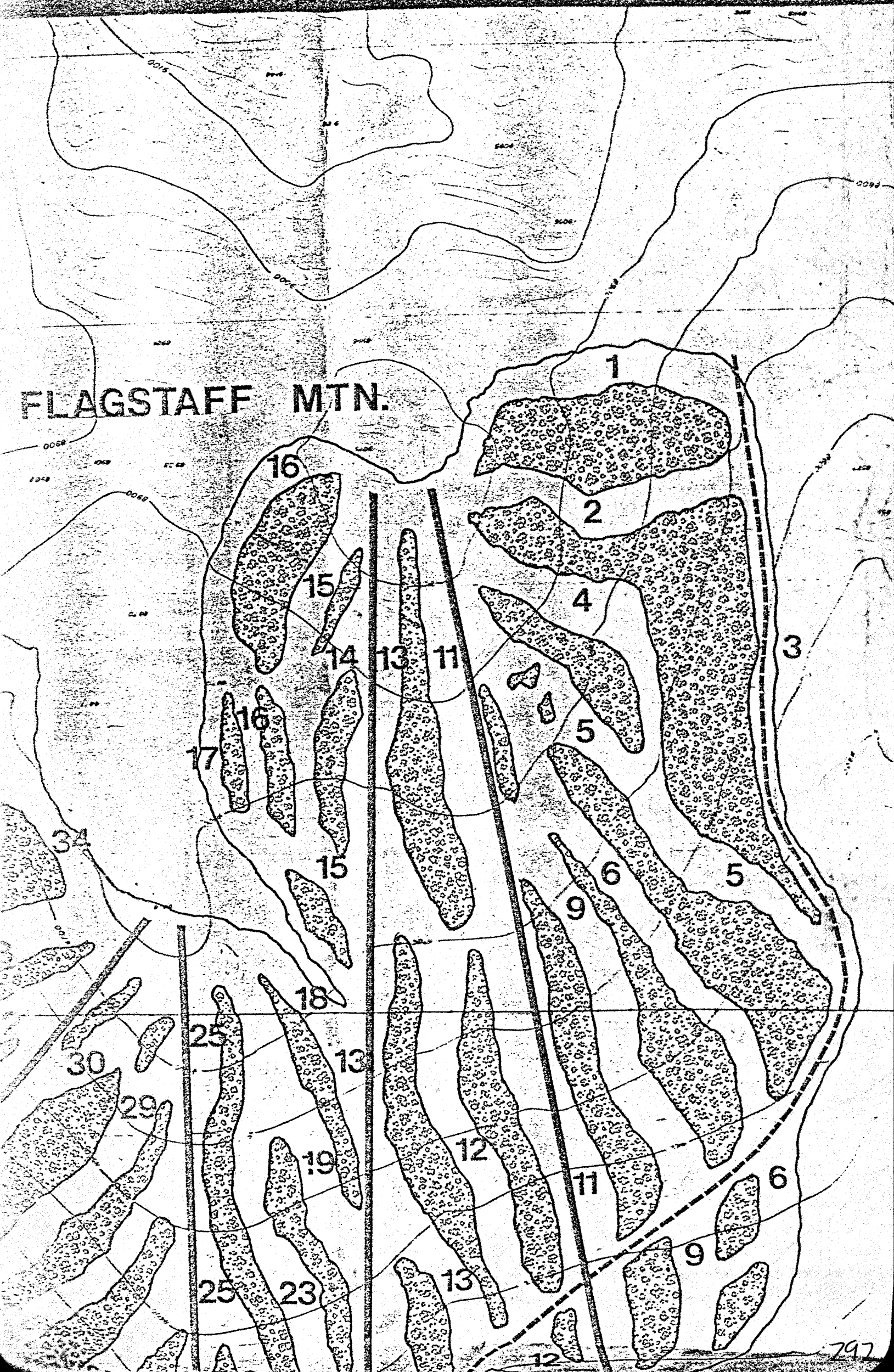


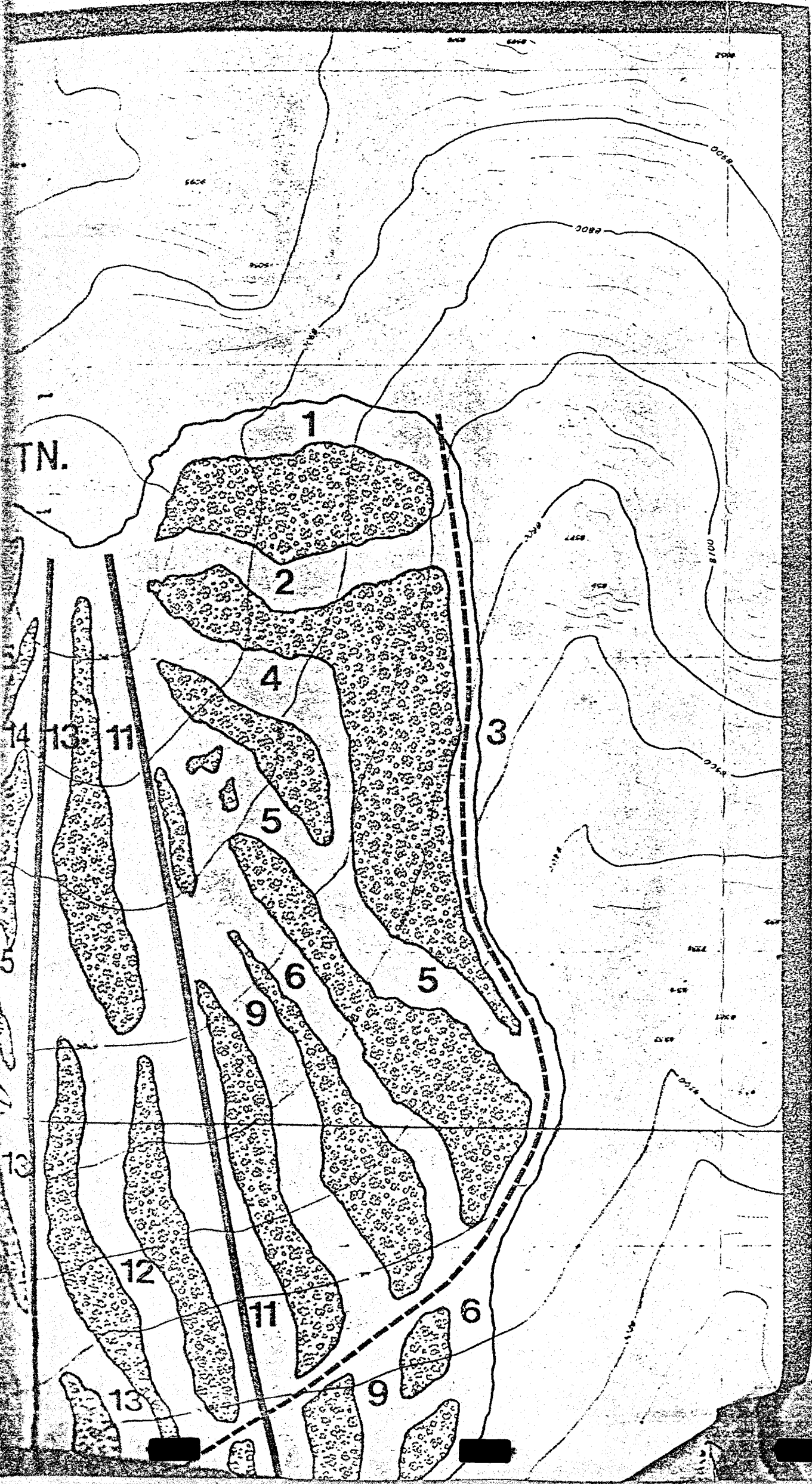


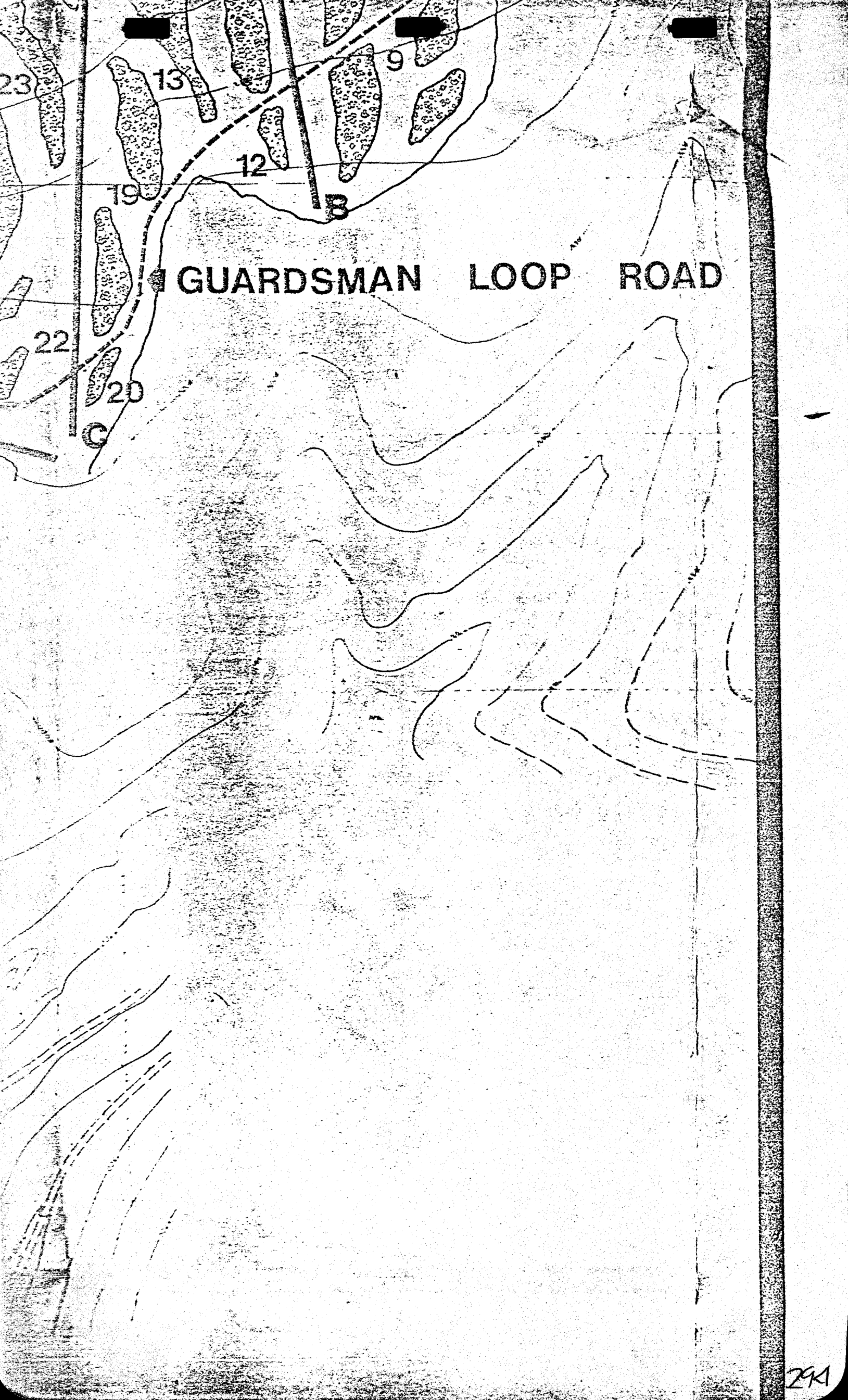




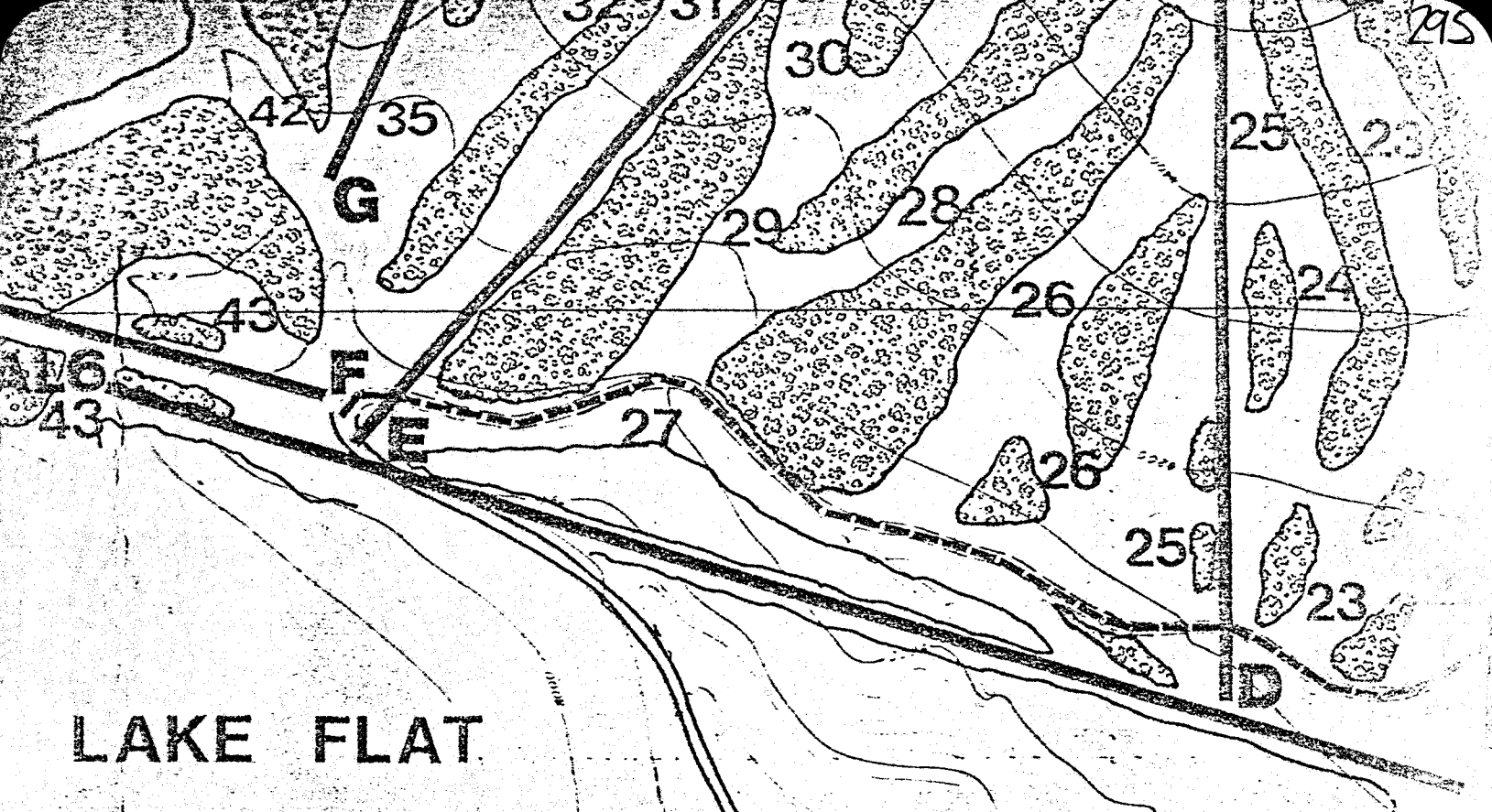
FLAGSTAFF MTN.





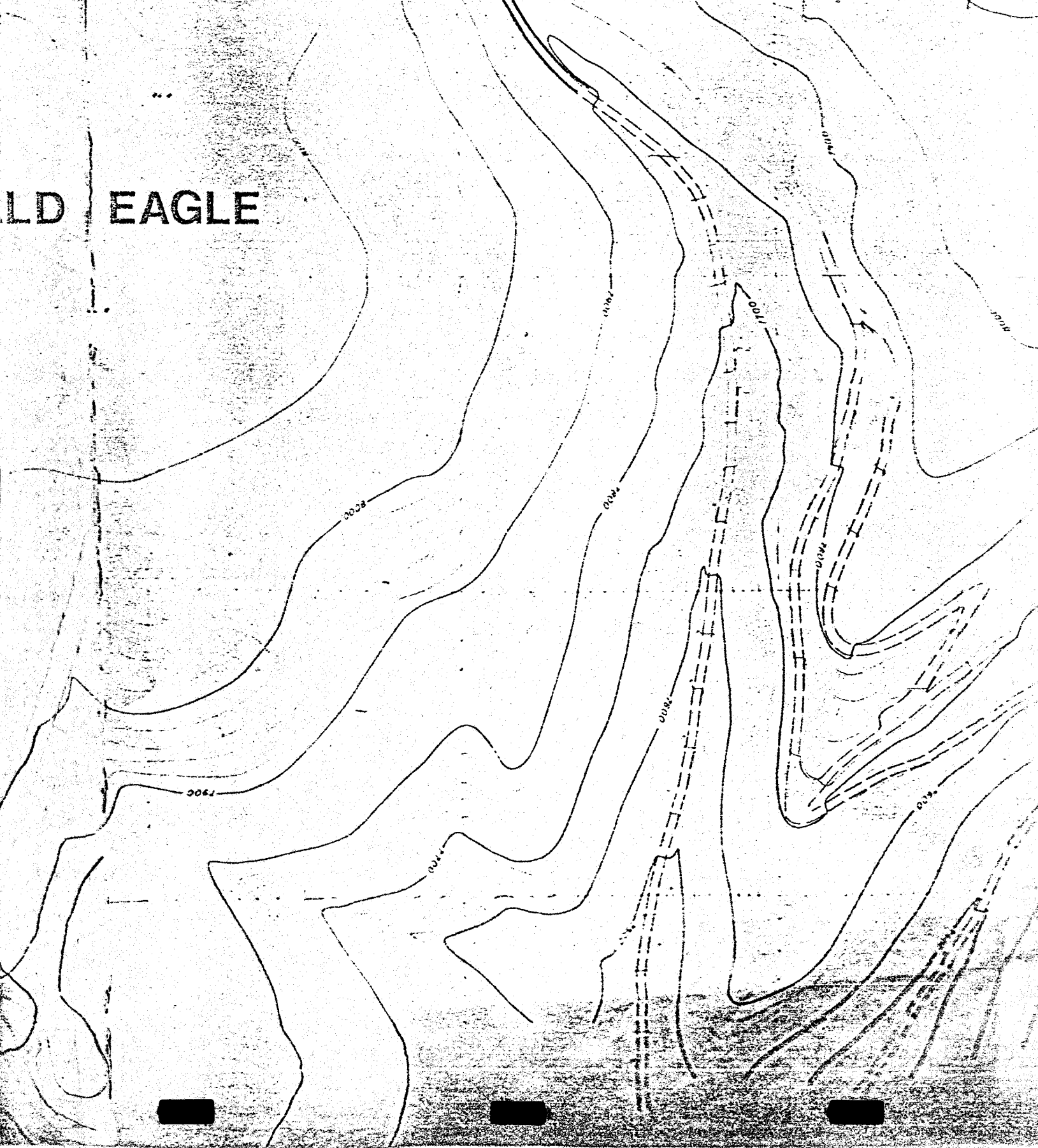


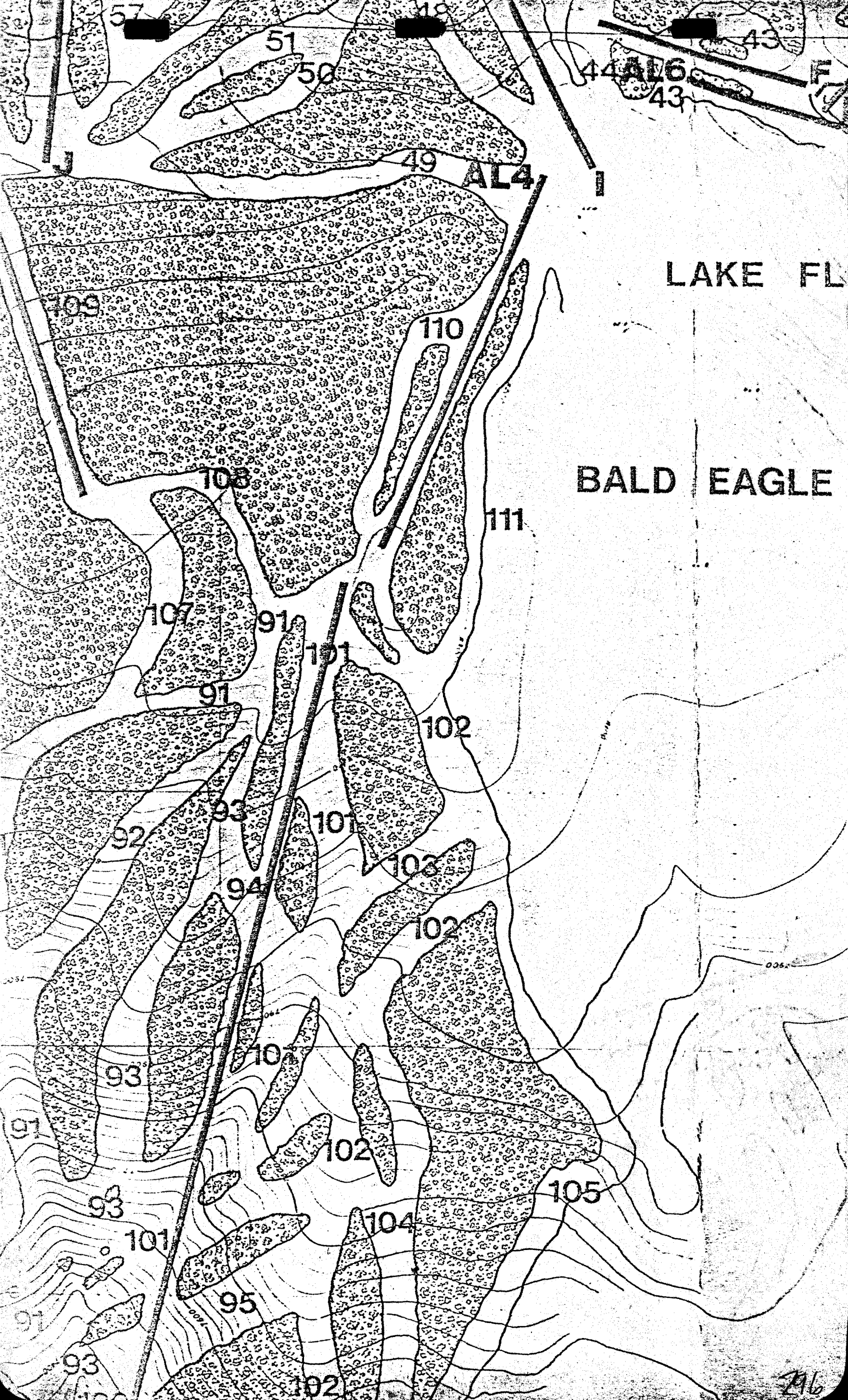
GUARDSMAN LOOP ROAD



LAKE FLAT

LD EAGLE





57

48

43

51

50

44

46

43

49

AL4

LAKE FL

109

110

108

111

BALD EAGLE

107

91

101

91

102

92

93

101

103

94

102

93

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102

102

105

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101

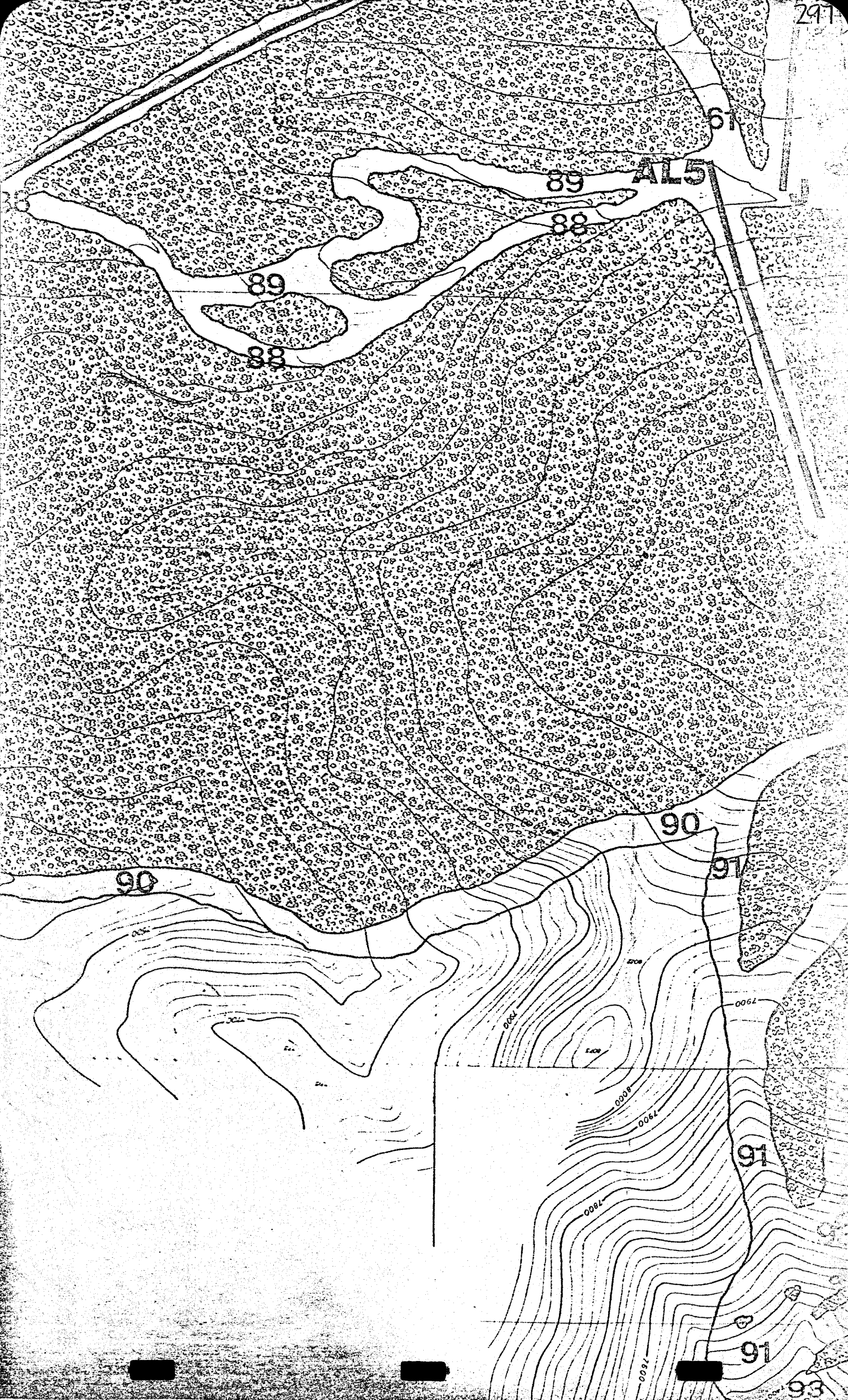
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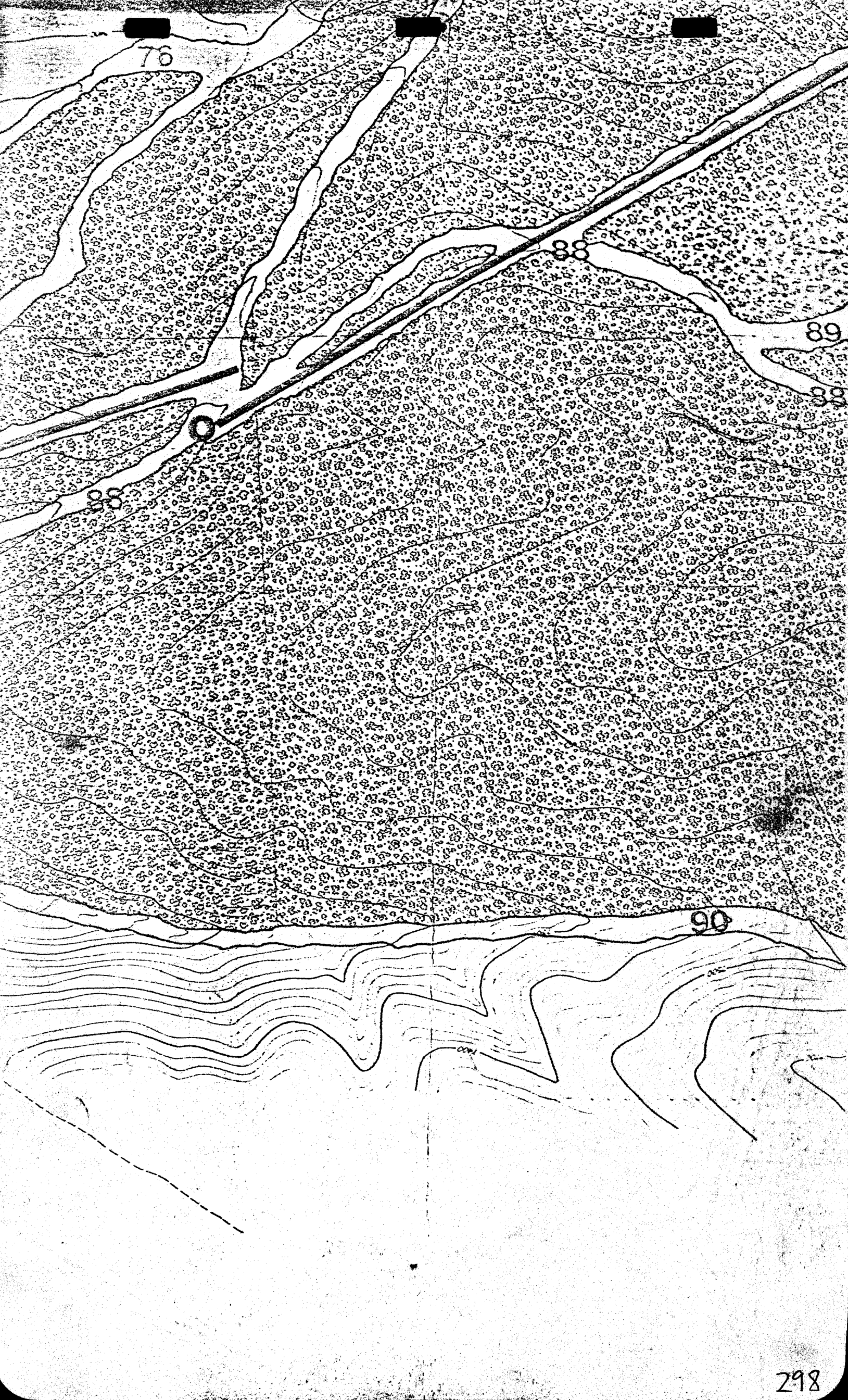
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102

93

216

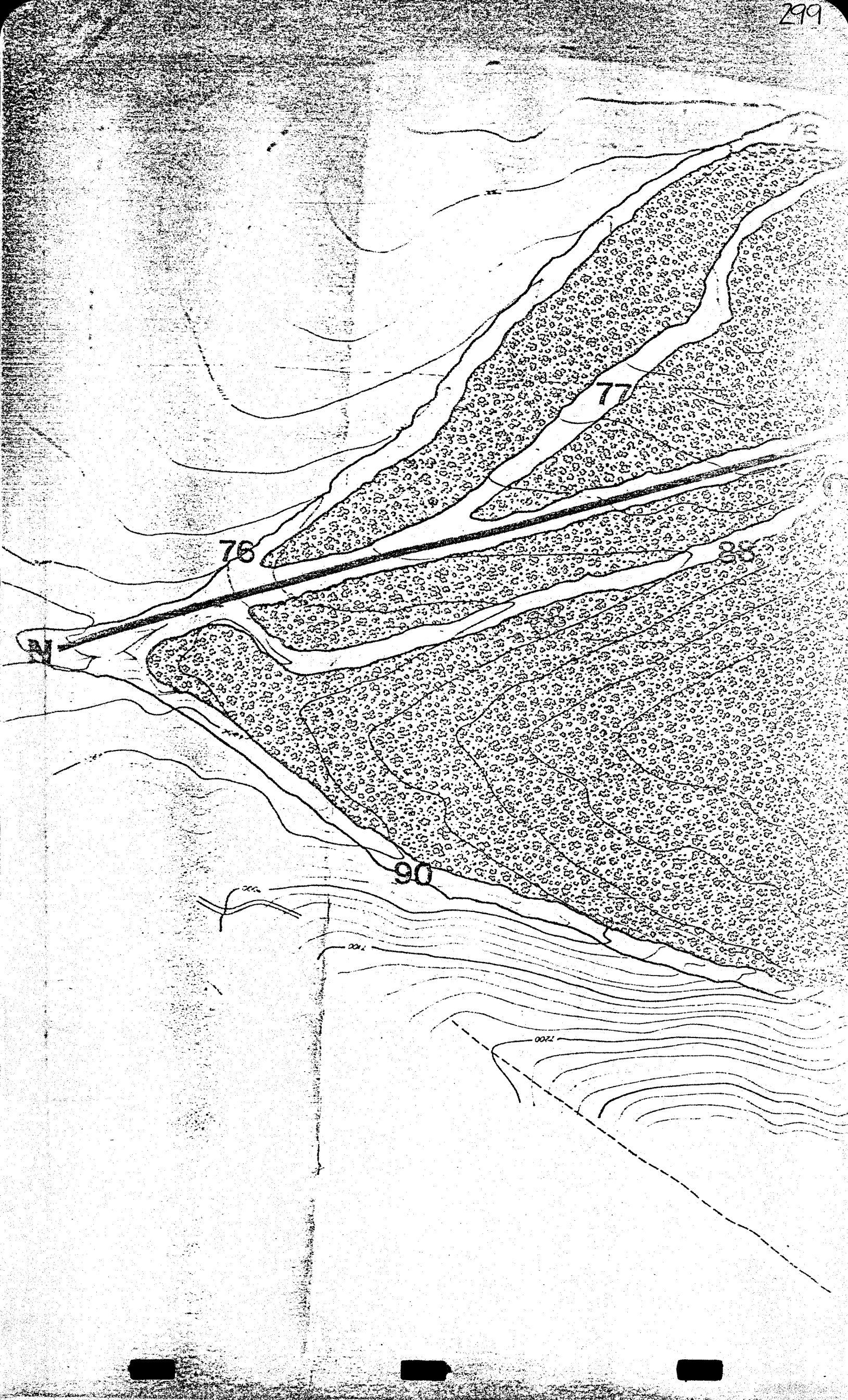


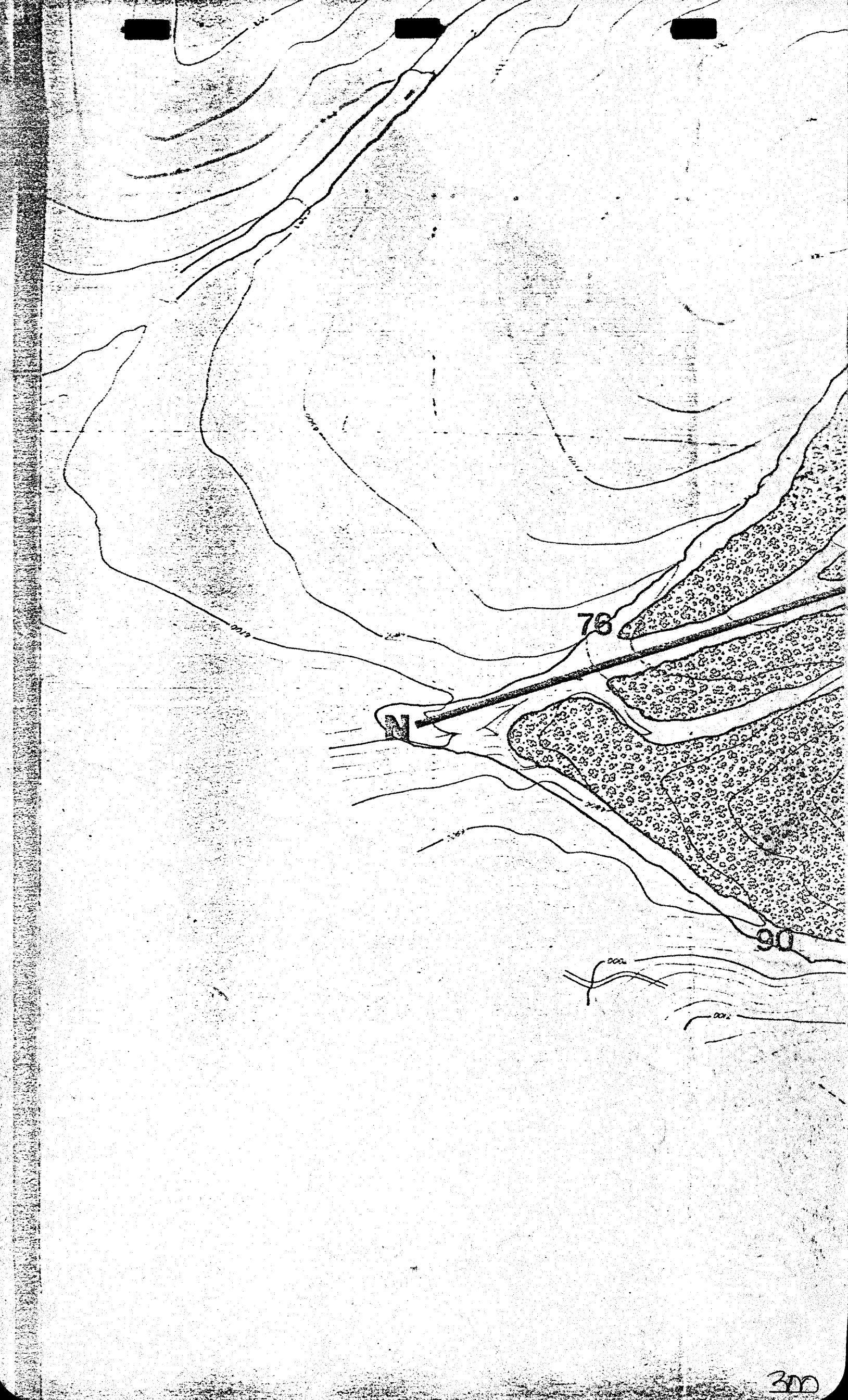


76

89

90





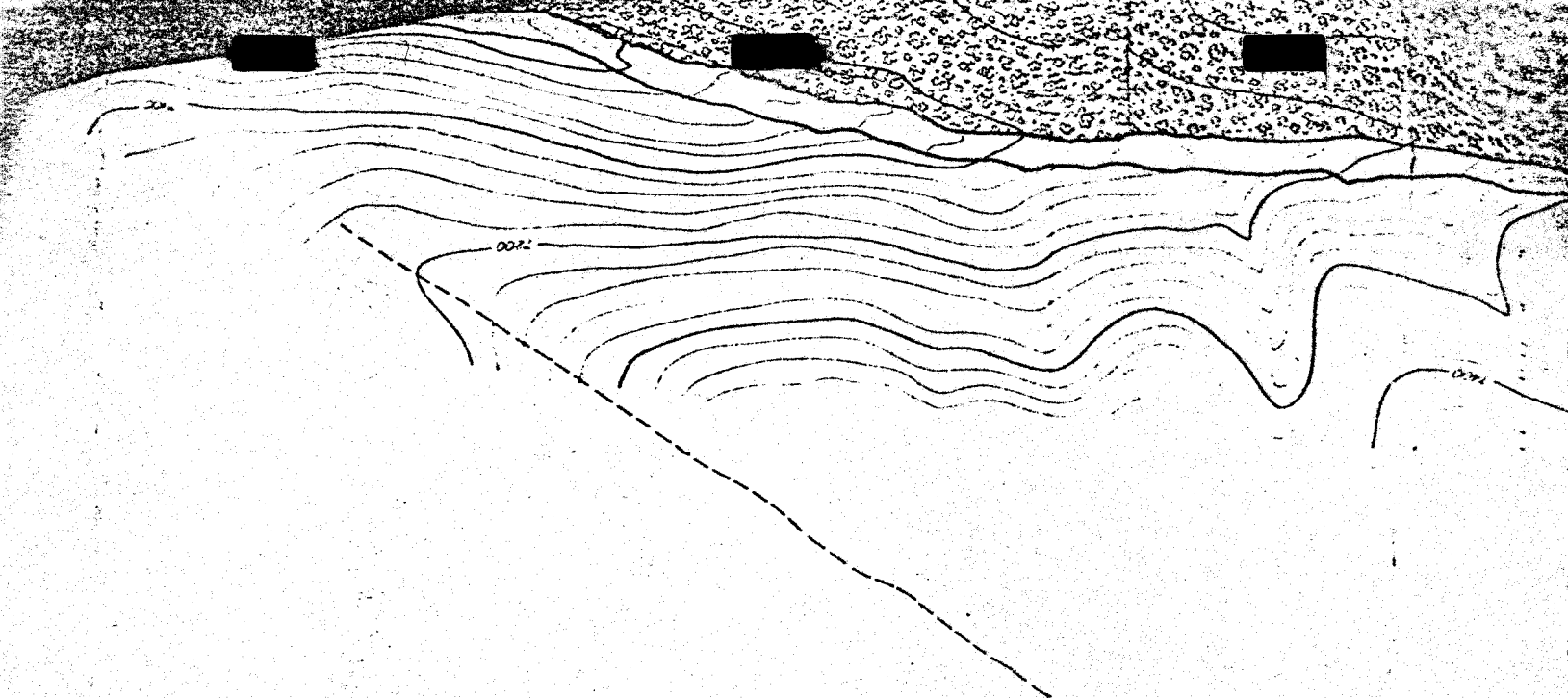
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90

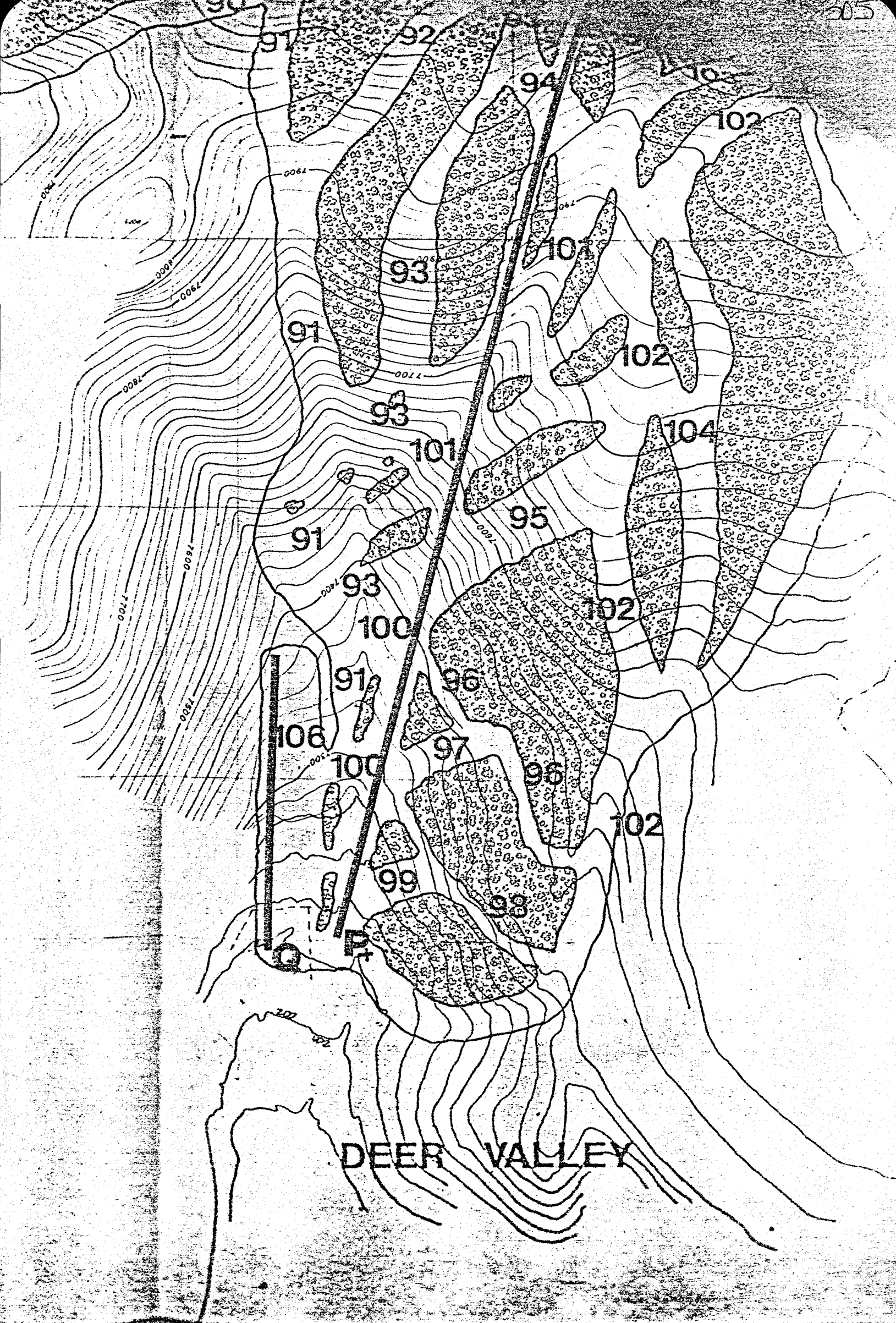
300

OLY - 915.244.51
VPM + 4224.00

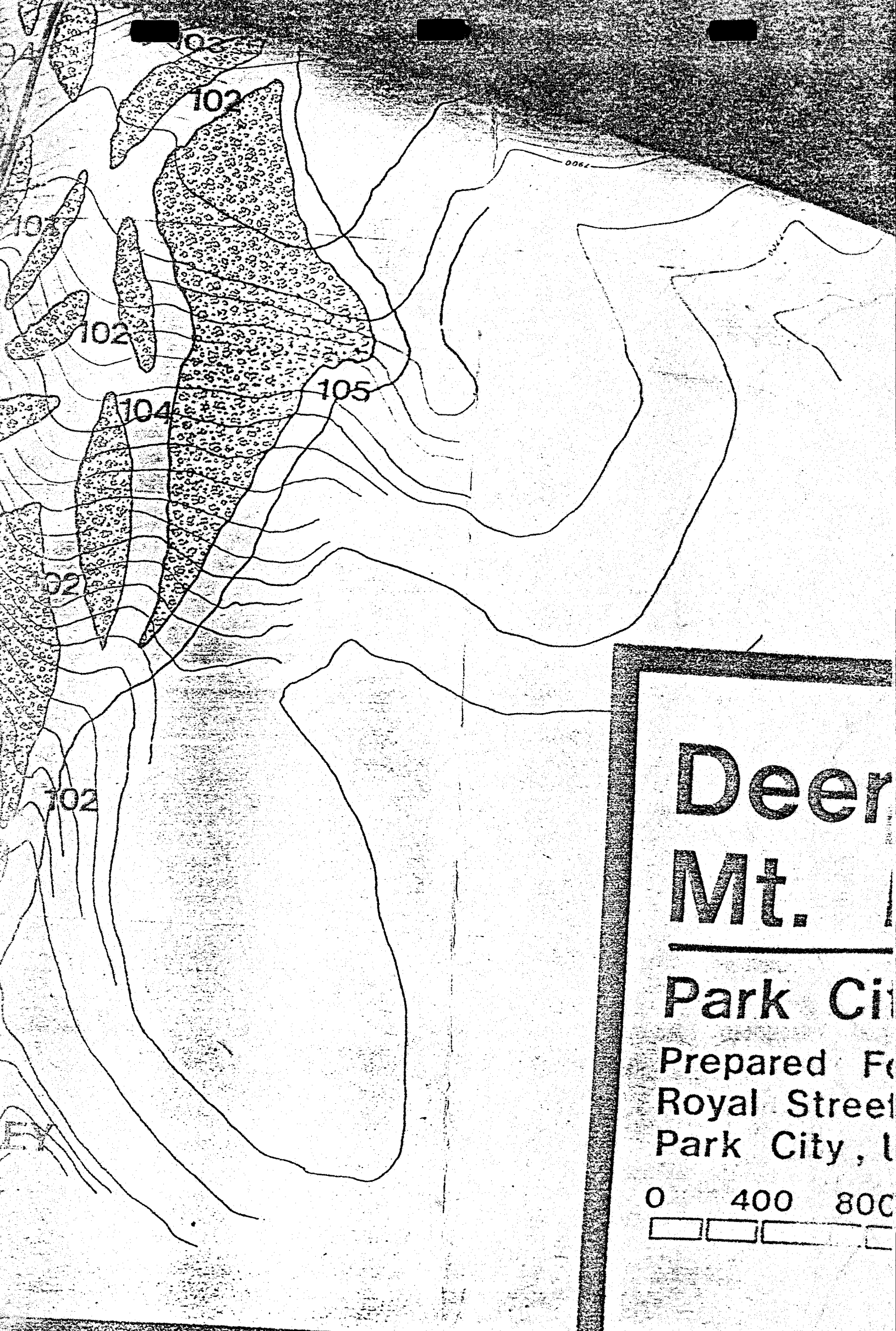








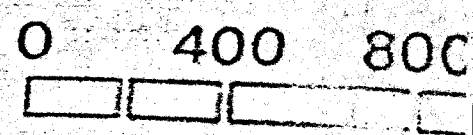
DEER VALLEY



Deer Mt.

Park Ci

Prepared For
Royal Street
Park City, U

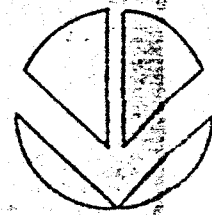
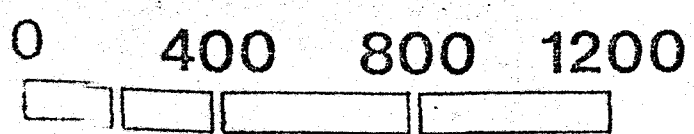




Deer Valley Ski Mt. Master Pla

Park City, Utah

Prepared For:
Royal Street Land Co.
Park City, Utah



Rev

Prepa

Sno-

415

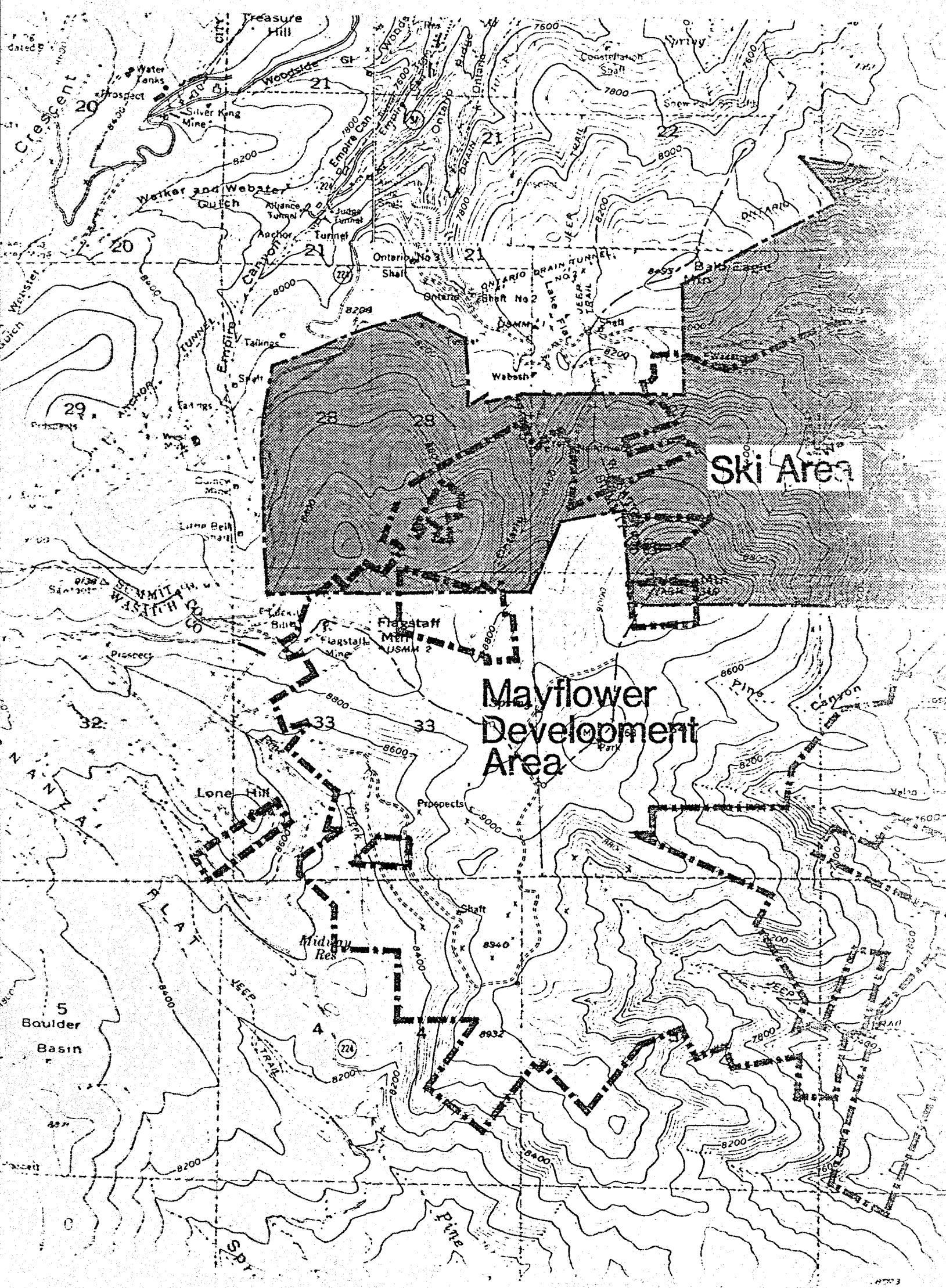
Aspe

Ski Area Plan

Revised Jan., 1980

Prepared By:
Sno-engineering Inc.
415 Hyman
Aspen, Colo.

2G



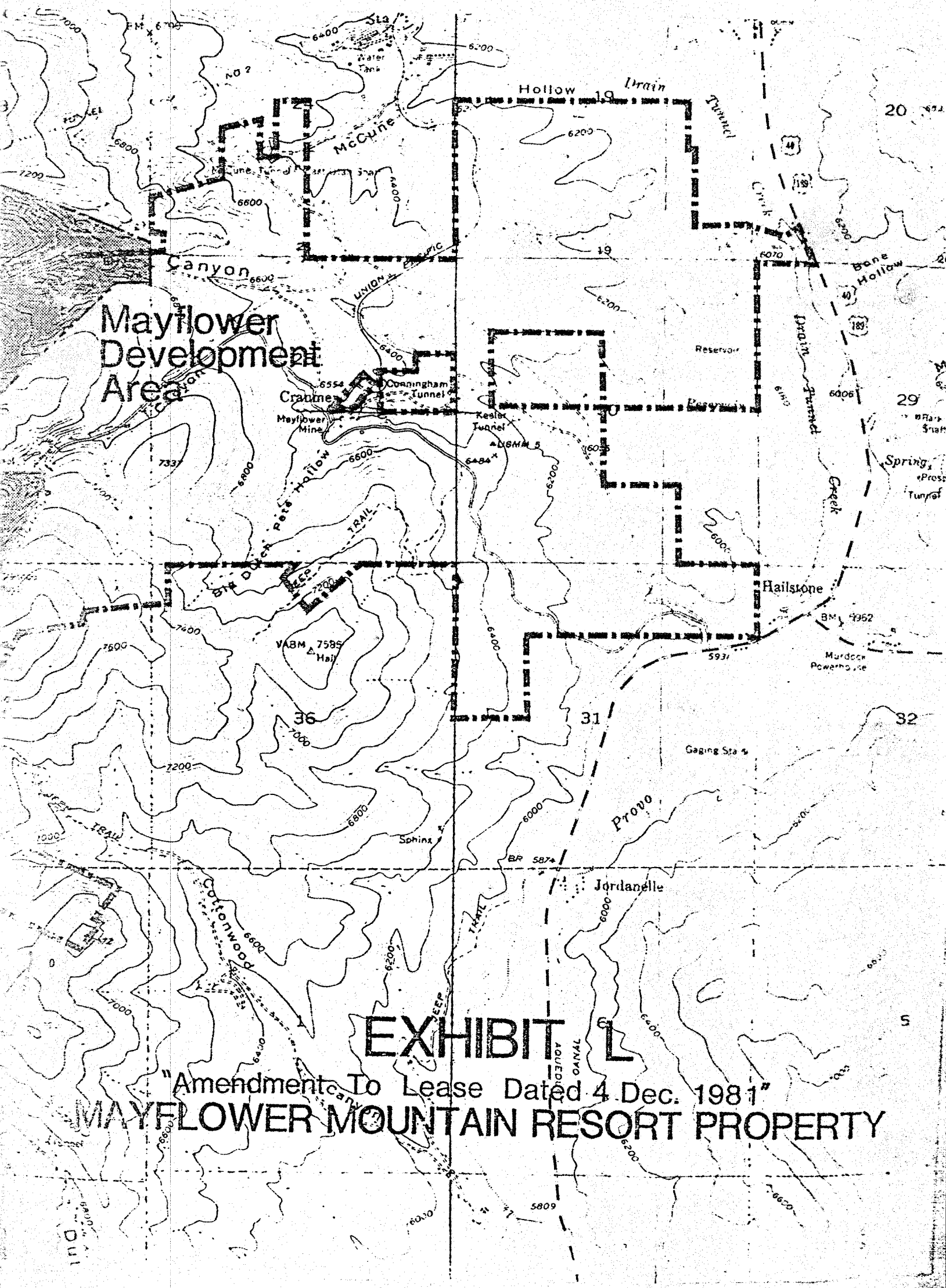
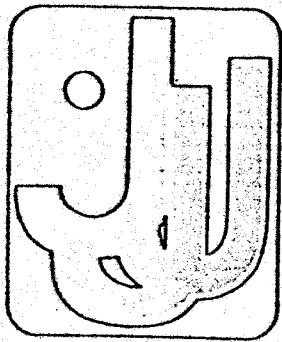


EXHIBIT L

"Amendment To Lease Dated 4 Dec. 1981"

MAYFLOWER MOUNTAIN RESORT PROPERTY



J.J. Johnson & Associates

EXHIBIT M

Park Meadows Plaza

Park City, Utah 84060

(801) 649-9811

MAYFLOWER SKI LEASE AREA

July 13, 1981

Beginning at a point which is North 85° 10' East 1150.00 feet from corner No. 4 of the Lincoln Lode (Survey No. 3278), said point being North 151.55 feet and West 2640.00 feet, more or less, from the South quarter corner of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 732.71 feet more or less; thence West 628.47 feet more or less; thence South 47° 40' 00" West 3044.00 feet more or less; thence West 620.00 feet more or less; thence South 45° 30' 00" West 856.00 feet more or less; thence South 200.00 feet more or less; thence East 440.00 feet more or less; thence South 39° 10' 00" East 618.00 feet more or less; thence East 1350.00 feet more or less; thence South 300.00 feet more or less; thence South 35° 40' 00" West 515.00 feet more or less; thence South 23° 15' 00" West 1480.00 feet more or less; thence West 5746.55 feet more or less; thence North 6° 20' 25" West 1811.08 feet; thence West 1000.00 feet more or less; thence South 23° 25' 43" West 1634.778 feet more or less, to the Southeast corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence West along the section line 4550.00 feet more or less; thence North 6° 42' 35" West 2567.59 feet more or less; thence North 13° 56' 05" East 1370.33 feet more or less, thence North 68° 22' 29" East 2468.387 feet more or less to an intersecting point on the Southerly line of the Ontario No. 3 shaft mining reservation; thence continuing along said Southerly line the following nine courses: thence 1) North 88° 40' 53" East 183.77 feet; thence 2) North 89° 39' 00" East 51.67 feet; thence 3) South 60° 44' 48" East 227.28 feet; thence 4) South 63° 08' 00" East 205.32 feet; thence 5) South 71° 41' 15" East 149.42 feet; thence 6) South 63° 40' 57" East 103.00 feet; thence 7) South 72° 06' 10" East 88.88 feet; thence 8) South 46° 38' 38" East 206.48 feet; thence 9) South 10° 09' 09" East 98.81 feet to the East line of Parcel 4A; thence continuing along the boundary of said Parcel 4A the following six courses: 1) South 955.96 feet more or less; thence 2) North 69° 00' 00" East 360.00 feet more or less; thence 3) South 29° 20' 00" West 117.60 feet more or less; thence 4) North 78° 10' East 714.30 feet more or less; thence 5) East 2769.03 feet more or less; thence 6) North 1910.00 feet more or less; thence leaving said Parcel

Civil Engineering Land Planning Surveying

Page Two

4A boundary and going Northeasterly along the Southerly line of the North Star Mining Claim North 64° 30' East 1500.00 feet more or less to the Southeast corner of said North Star Claim; thence leaving said North Star Claim and going North 65° 05' 43" East 98.60 feet more or less to the Southwesterly corner of the Henry M. Stanley Mining Claim No. 81; thence North 61° 00' 00" East along the Southerly line of said No. 81 Mining Claim 1500.00 feet more or less to the Southeasterly corner of said No. 81 Mining Claim; thence North 29° 00' West along the Easterly line of said No. 81 Mining Claim, 200.00 feet more or less to the Southeasterly corner of the Tom Paine No. 187 Mining Claim; thence North 46° 42' West along the Westerly line of the following named mining claims a total distance of 933.20 feet more or less, (Tom Paine No. 187), (Monroe Doctrine No. 151), (Legal Tender No. 150), and (Pilot No. 149), to the Northeasterly corner of said Pilot No. 149 Mining Claim; thence leaving said Pilot No. 149 Mining Claim and going South 80° 26' 02" East 2789.42 feet more or less; thence South 67° 12' 13" East 3314.74 feet more or less to the point of beginning.

Contains 1534.89 acres more or less.

LE:mlb
Project No. 39-2-81
(1981 L/DVSKIlegal pp. 4-5)

Prepared by: _____
Checked by: _____
Reviewed by: _____

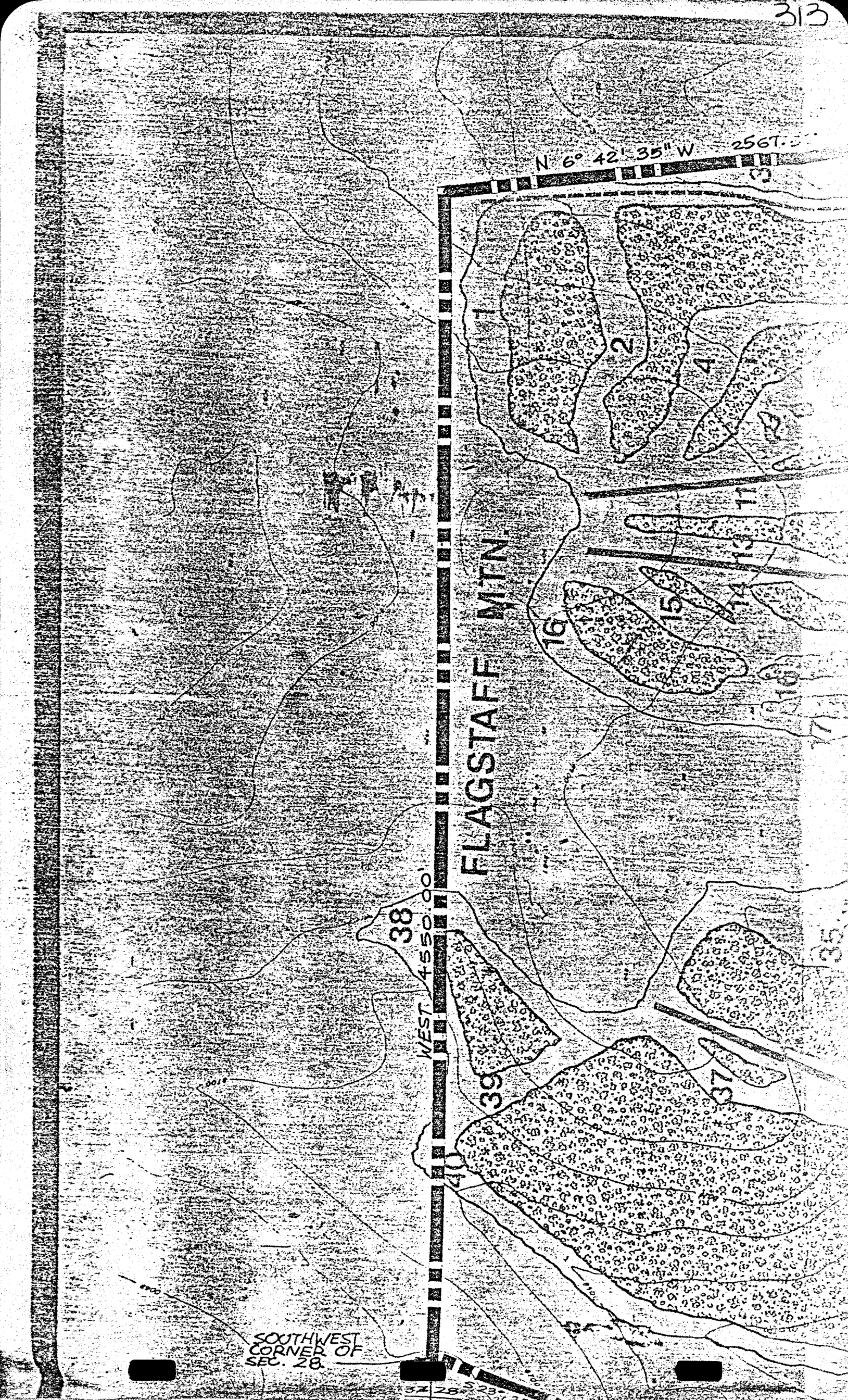
N 6° 42' 35" W 2567.5

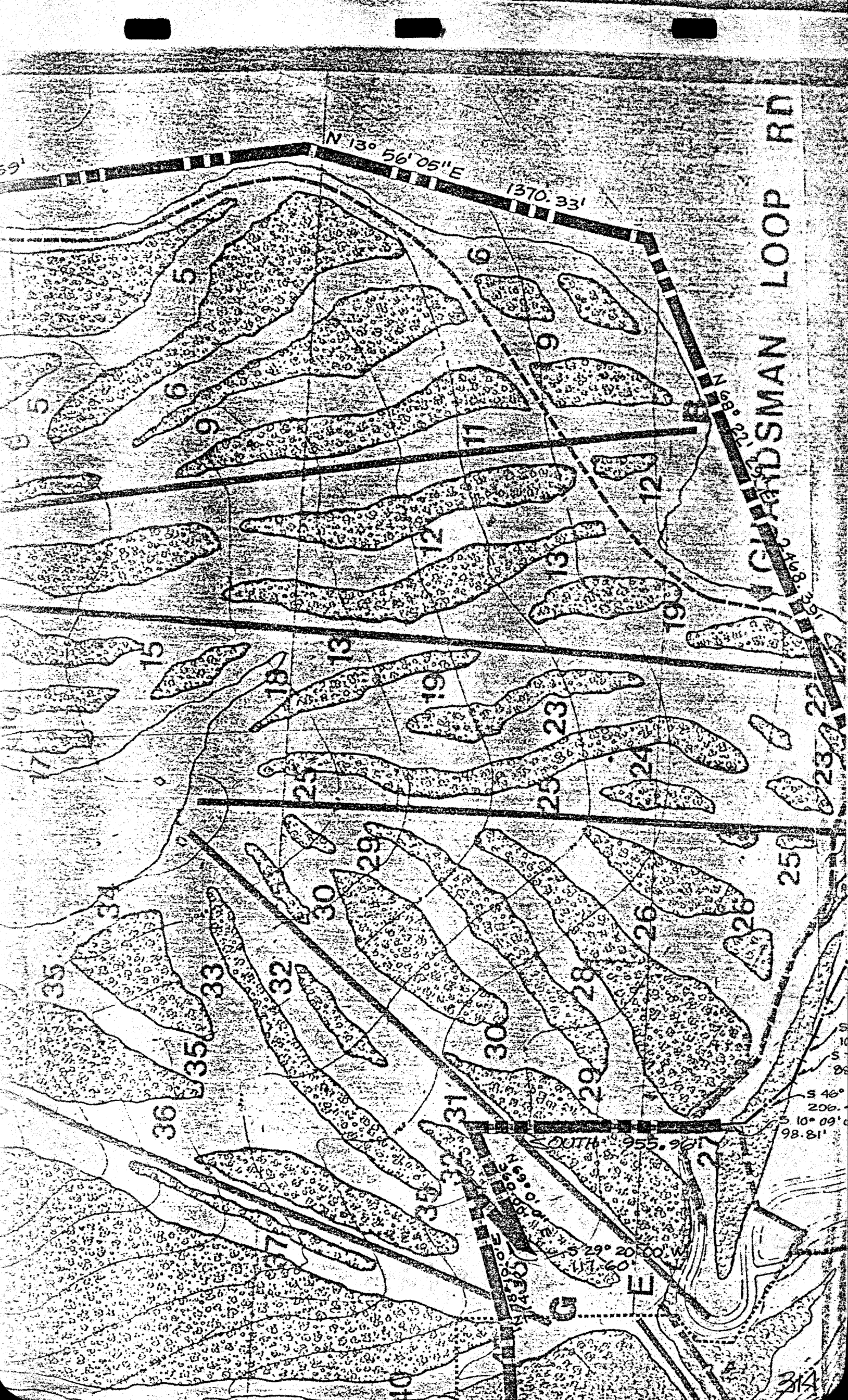
FLAGSTAFF MTN

38 WEST 4550.00

SOUTHWEST CORNER OF SEC. 28.

37 28 523





N 13° 56' 05" E
1370.33'

GUARDSMAN LOOP RD

23
24
25

26
27
28
29
30
31
32
33
34
35
36

SOUTH 955.98'

S 29° 20' 00" W
17.60'

S 46° 20' 10" W
98.81'

GUARDSMAN LOOP RD

GUARDSMAN LOOP RD

GUARDSMAN LOOP RD

GUARDSMAN LOOP RD

GUARDSMAN LOOP RD

GUARDSMAN LOOP RD

GUARDSMAN LOOP RD

GUARDSMAN LOOP RD

GUARDSMAN LOOP RD

GUARDSMAN LOOP RD

GUARDSMAN LOOP RD

N 88° 40' 53" E
103.77'

N 89° 39' 0" E
51.67'

S 60° 44' 48" E
227.28'

S 63° 08' 00" E
205.32'

S 71° 41' 15" E
149.42'

S 63° 40' 57" E
103.00'

S 72° 06' 10" E
88.88'

S 46° 38' 38" E
206.48'

S 10° 09' 09" E
98.81'

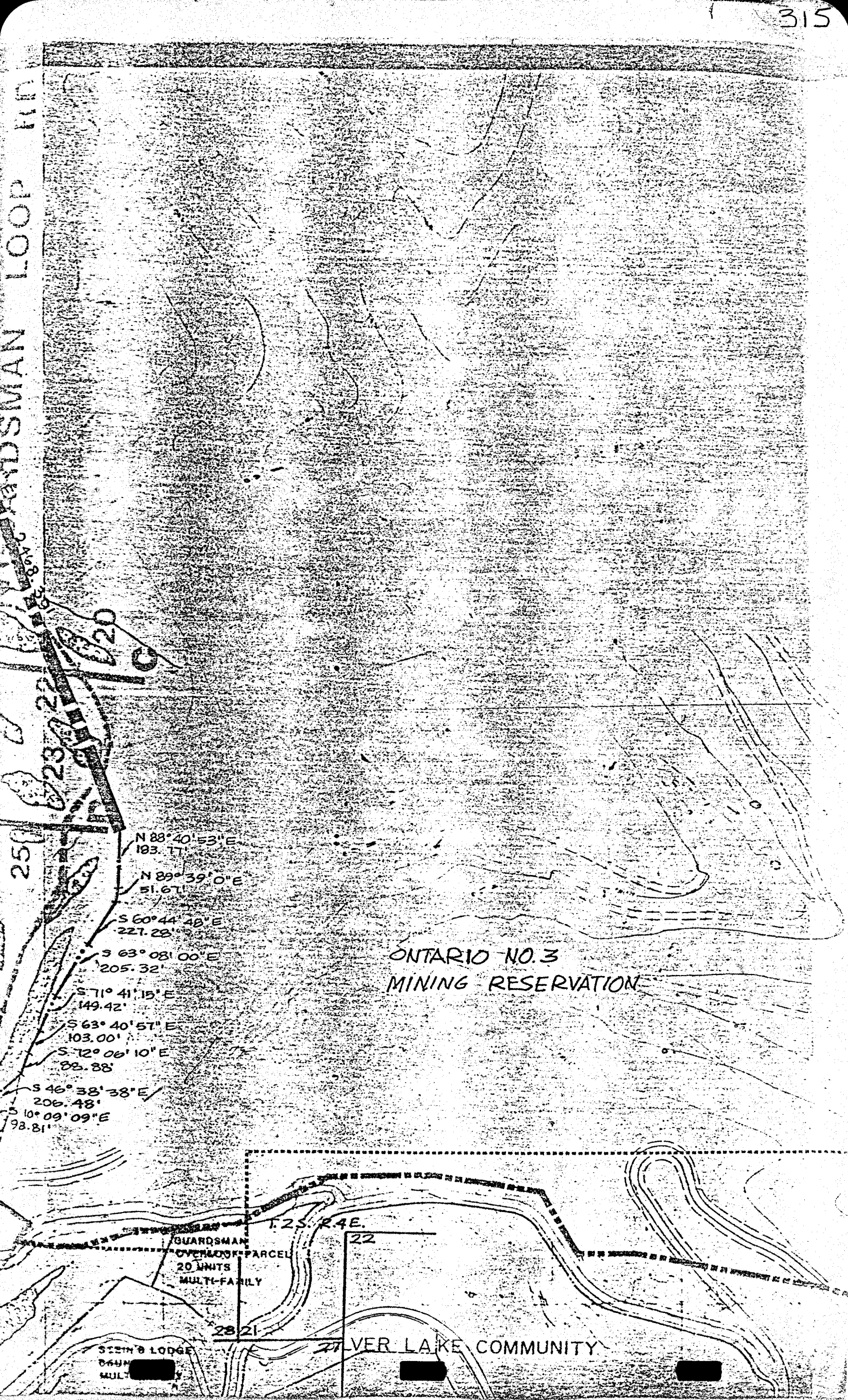
ONTARIO NO. 3
MINING RESERVATION

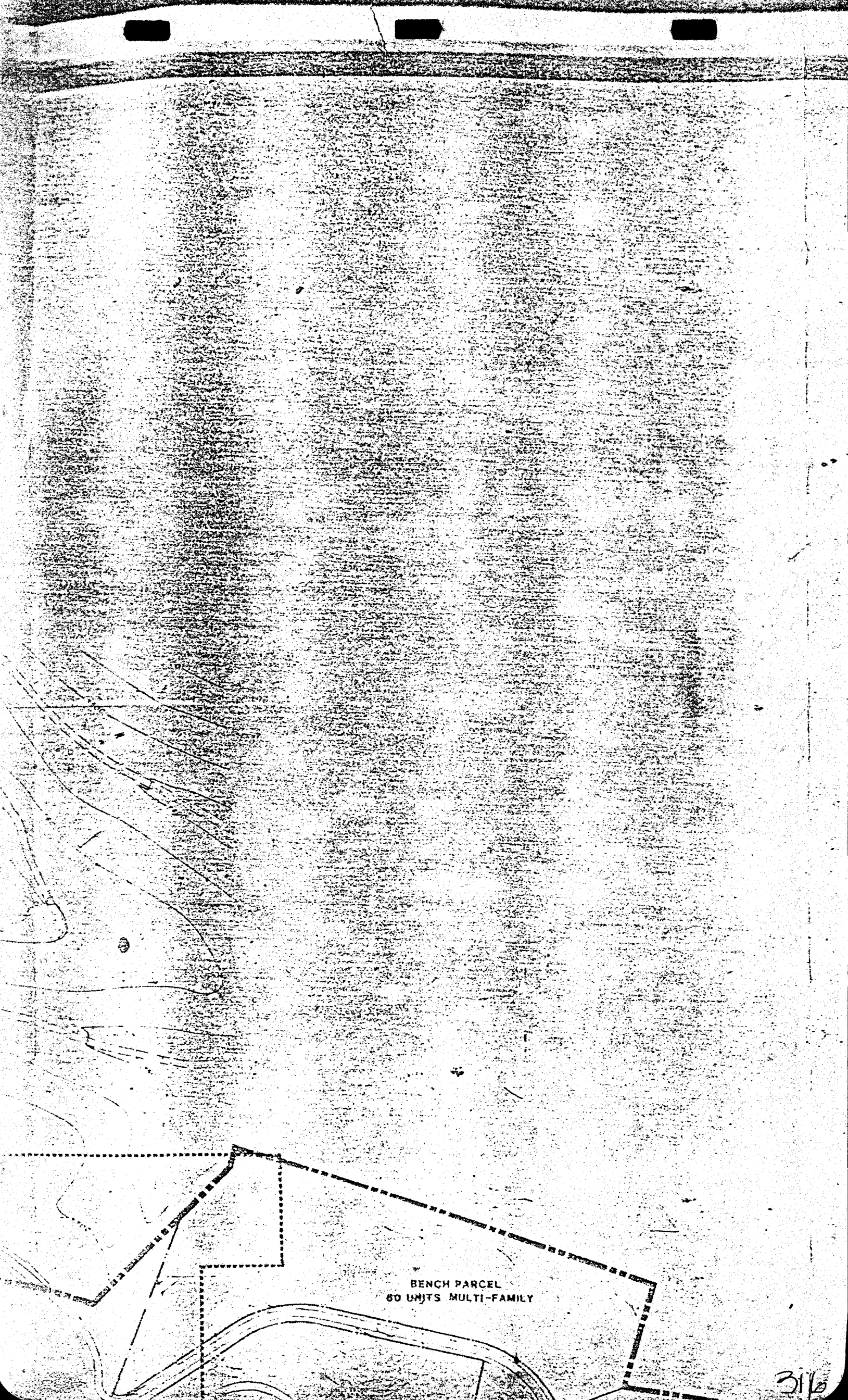
T. 25. R. 4E.

GUARDSMAN
OVERLOOK PARCEL
20 UNITS
MULTI-FAMILY

STEIN'S LODGE
64 UNITS
MULTI-FAMILY

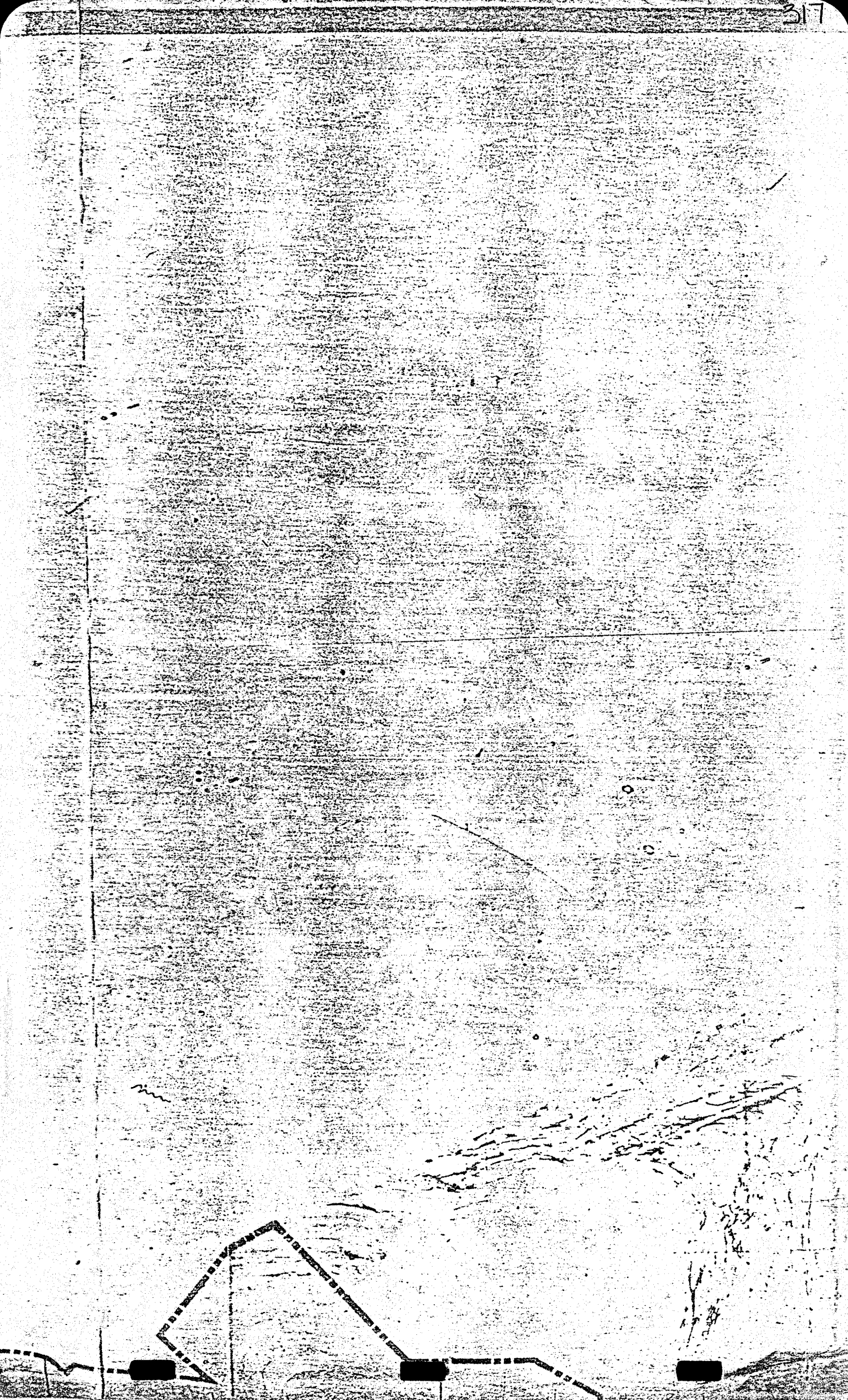
VER LAKE COMMUNITY





BENCH PARCEL
60 UNITS MULTI-FAMILY

316



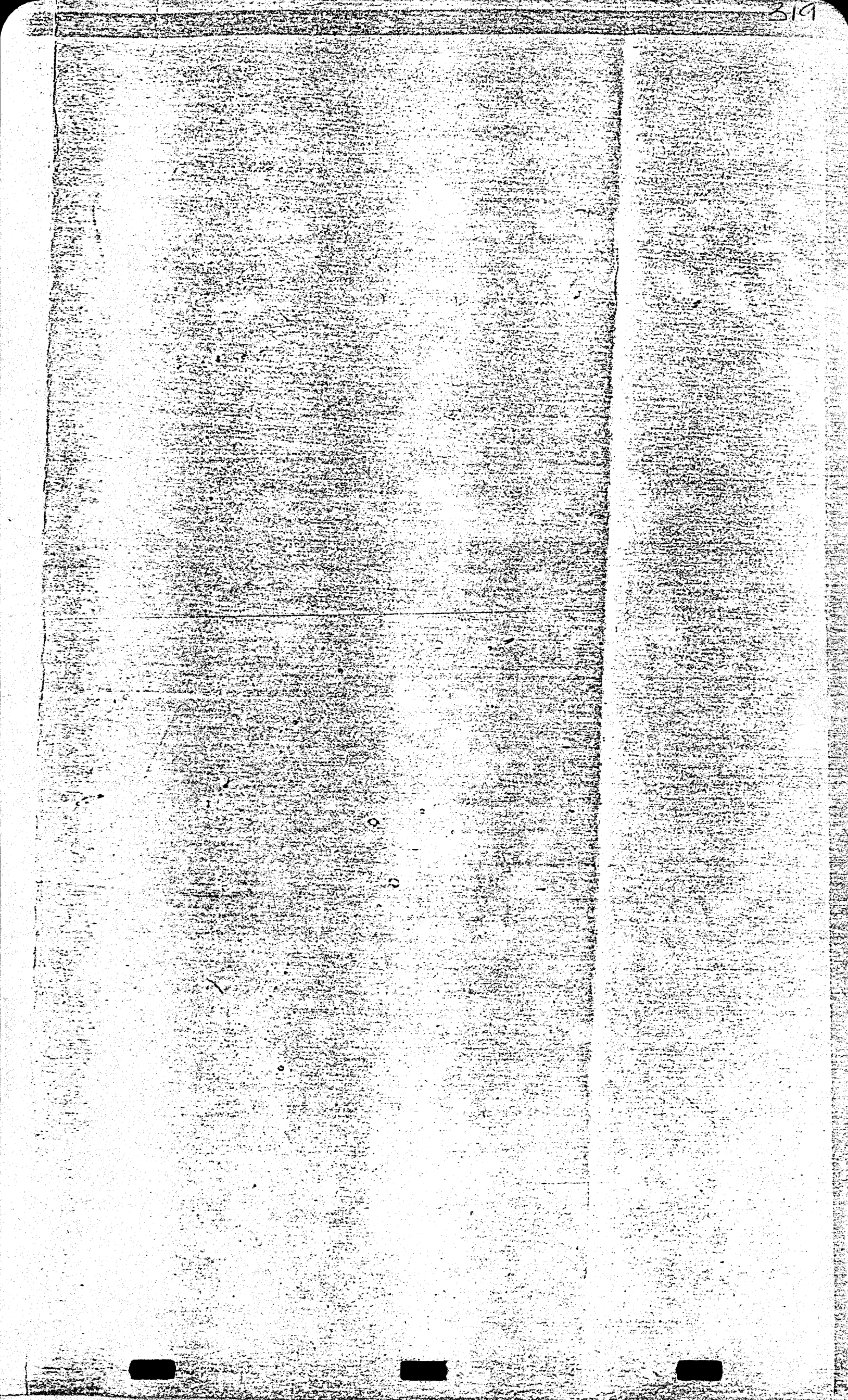
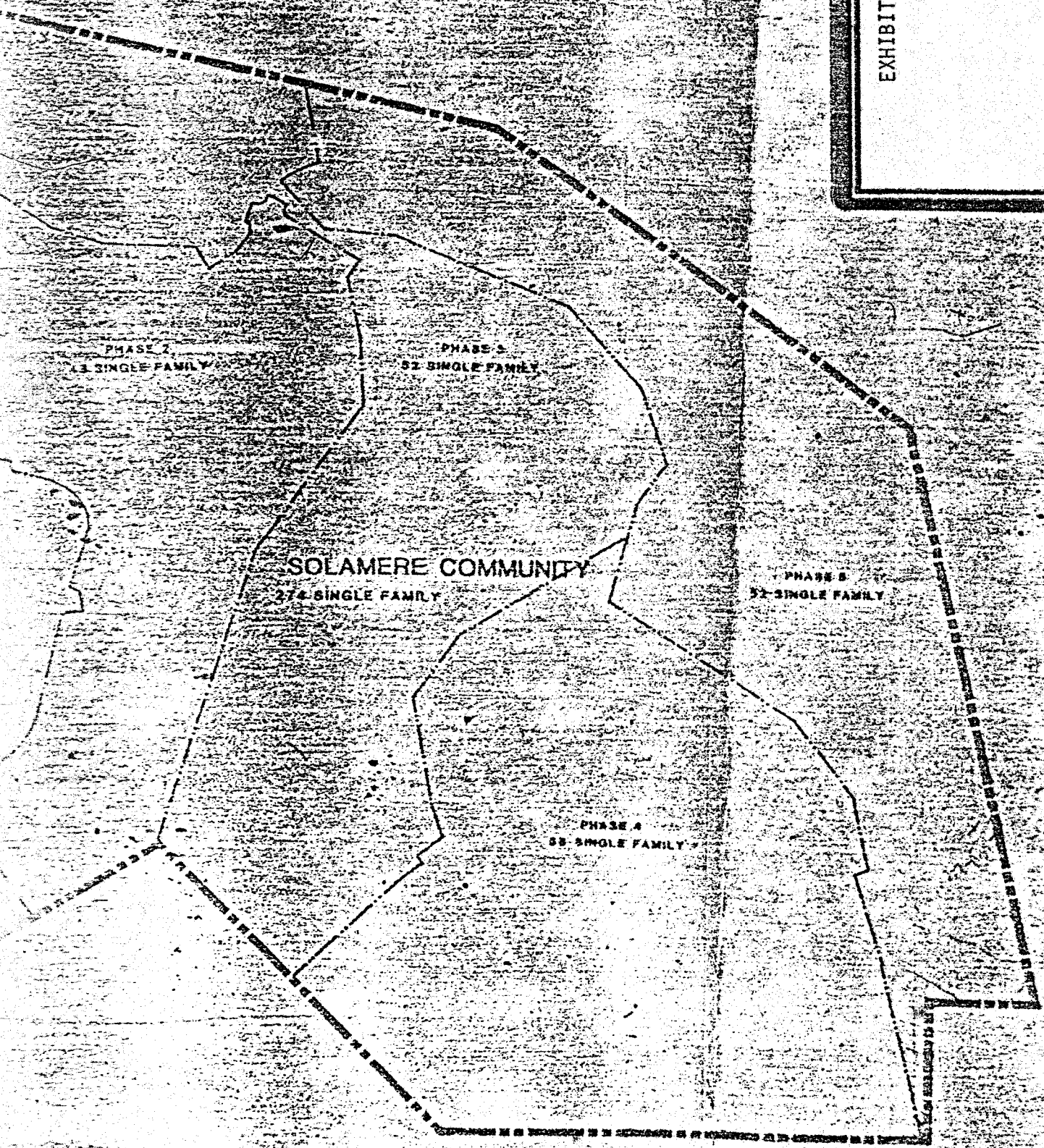
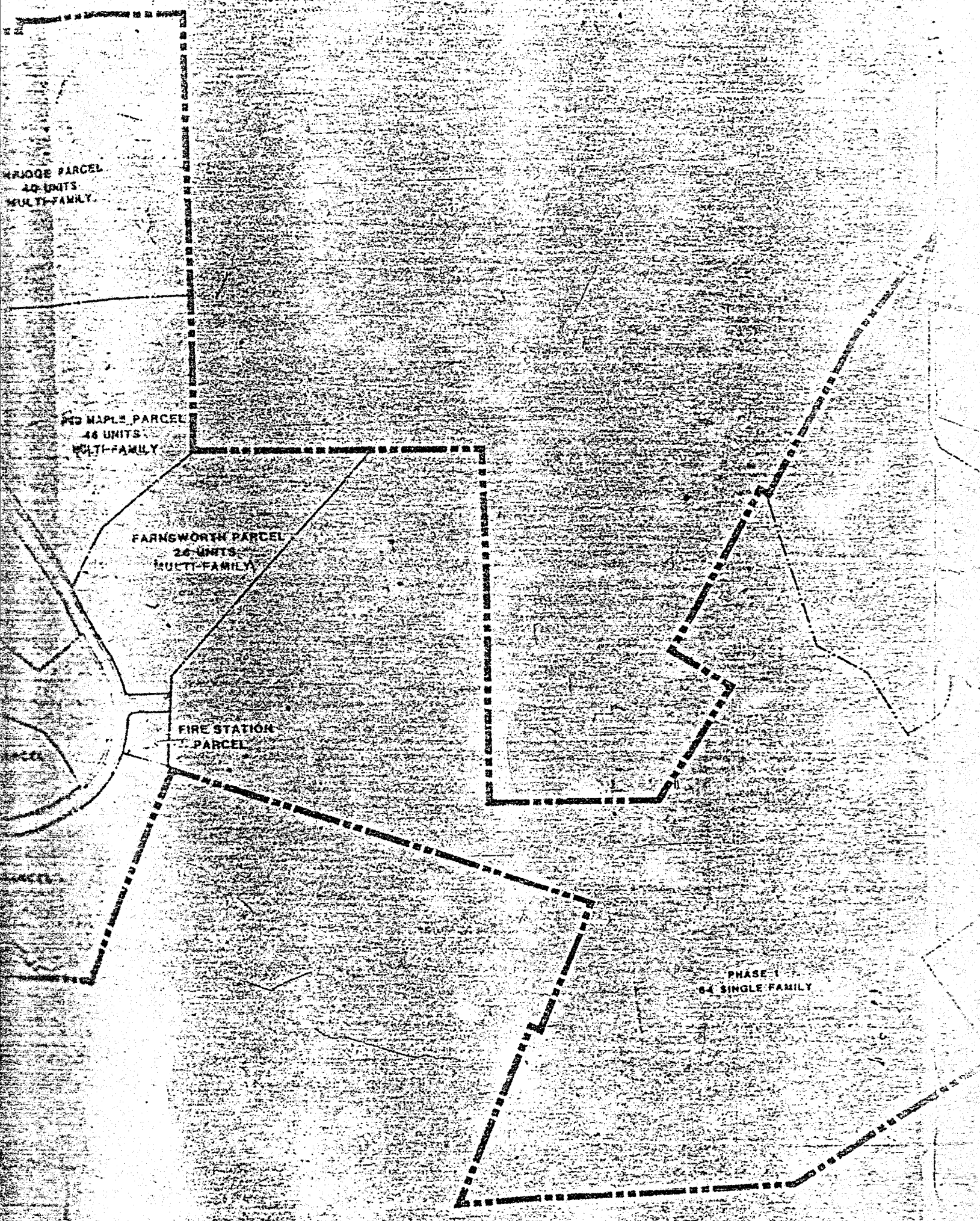


EXHIBIT "M"





AMERICAN FLAG COMMUNITY
SINGLE FAMILY 88 UNITS

STONESBRIDGE PARCEL
50 UNITS
MULTI-FAMILY

ASPENWOOD
PARCEL
30 UNITS
MULTI-FAMILY

SUNRIDGE PARCEL
40 UNITS
MULTI-FAMILY

ENTRANCE
BUILDING
PARCEL

SWITCHBACK
PARCEL
15 UNITS
MULTI-FAMILY

LOADDIS PARCEL
50 UNITS
MULTI-FAMILY

PAWNGROVE
PARCEL
80 UNITS
MULTI-FAMILY

RED MAPLE
45 UNITS
MULTI-FAMILY

GADDIS
PARCEL
50 UNITS
MULTI-FAMILY

DEER VALLEY
COMMUNITY

SPORTS
FACILITY
PARCEL

HOTEL PARCEL
75 UNITS
MULTI-FAMILY

WEST
DEER VALLEY
PARCEL
50 UNITS
MULTI-FAMILY

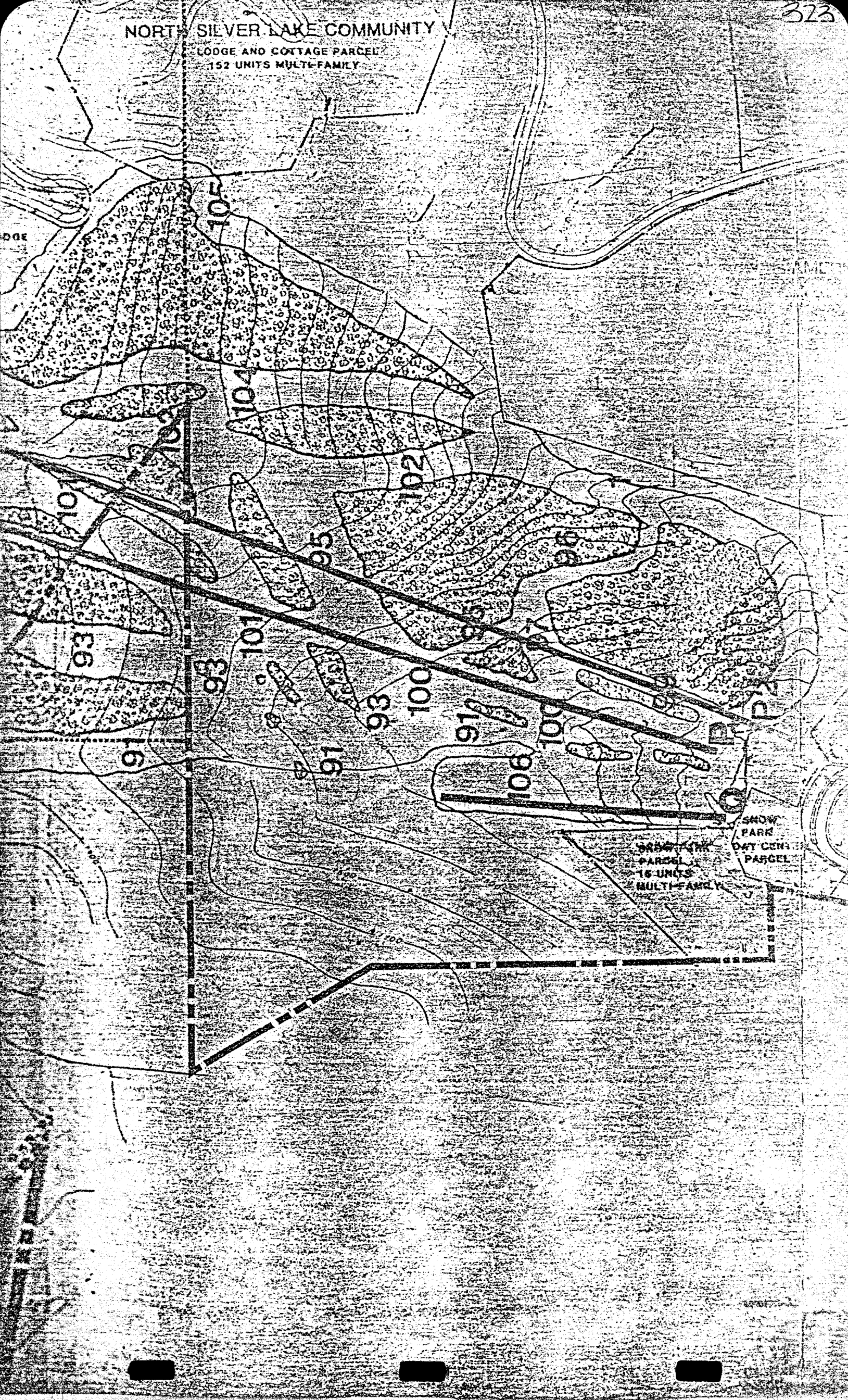
EAST
DEER VALLEY
PARCEL
80 UNITS
MULTI-FAMILY

SCHOOL PARCEL

EMPLOYEE HOUSING PARCEL
185 UNITS
MULTI-FAMILY

NORTH SILVER LAKE COMMUNITY

LODGE AND COTTAGE PARCEL
152 UNITS MULTI-FAMILY



SILVER LAKE KNOLL PARCEL 32
LODGE AND COTTAGES
206 UNITS MULTI-FAMILY

SILVER LAKE VILLAGE
MULTI-UNIT COMMERCIAL
PARCEL 2A
13 UNITS

SILVER LAKE VILLAGE
15 UNITS MULTI-FAMILY

SILVER LAKE EAST
PARCEL 1
15 UNITS MULTI-FAMILY

SILVER LAKE EAST
PARCEL 2A
25 UNITS MULTI-FAMILY

RESERVATION
SILVER LAKE PARCEL
12 UNITS MULTI-FAMILY

MINING RESERVATION

NORTH EAST SILVER LAKE LODGE
PARCEL
50 UNITS MULTI-FAMILY

INDIAN EAGLE
COMMUNITY

LODGE AND COTTAGE PARCEL
82 UNITS MULTI-FAMILY

SILVER LAKE MINING RESERVATION

INDIAN EAGLE COMMUNITY

INDIAN EAGLE COMMUNITY

INDIAN EAGLE COMMUNITY

INDIAN EAGLE COMMUNITY

INDIAN EAGLE COMMUNITY

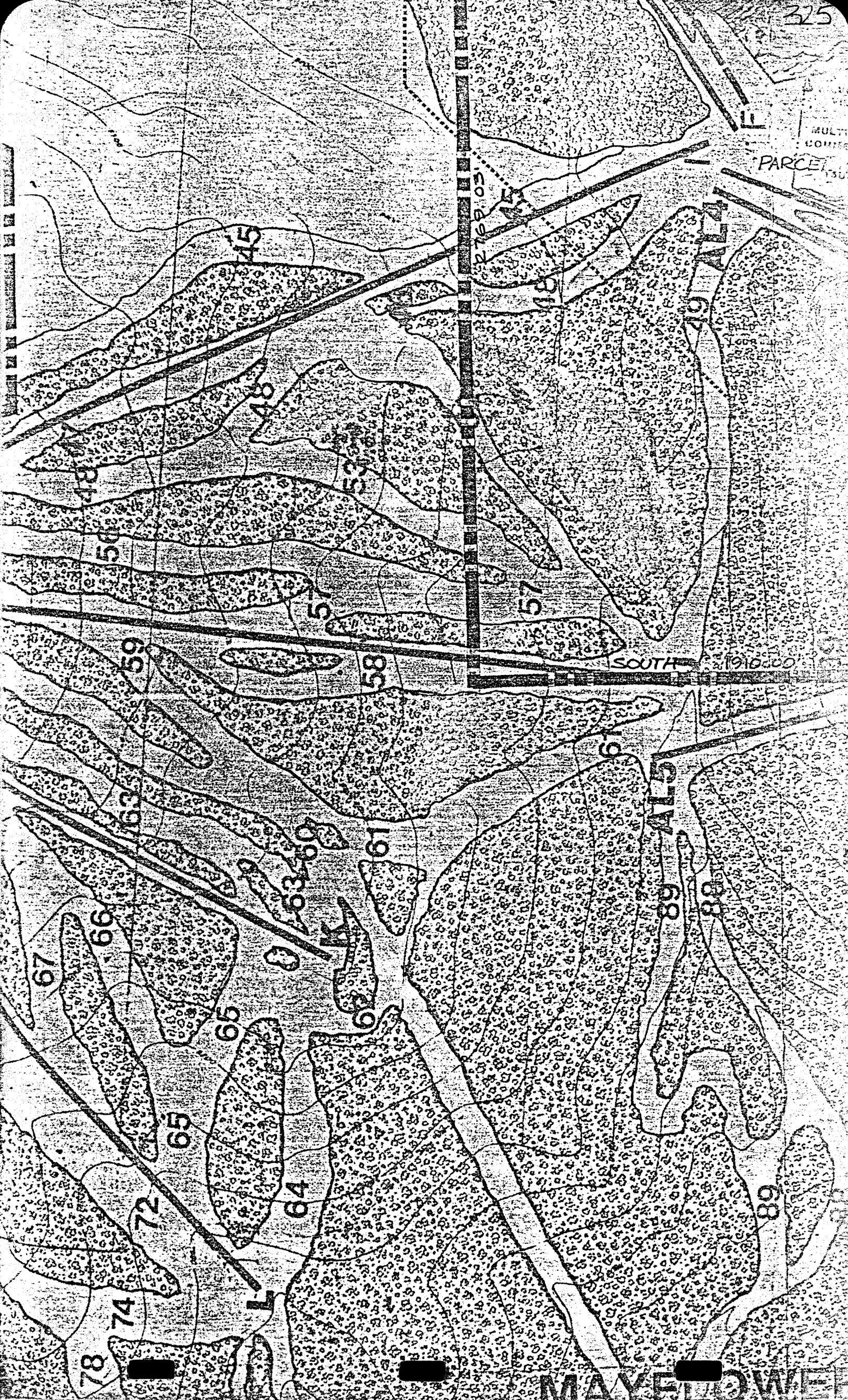
INDIAN EAGLE COMMUNITY

INDIAN EAGLE COMMUNITY

INDIAN EAGLE COMMUNITY

INDIAN EAGLE COMMUNITY

INDIAN EAGLE COMMUNITY



MULTI
COMPT

PARCELS

SOUTH 1910000

MAPS BY TOWNE

T.2S. R4E.

S 23° 25' 13" W

1634.78'

1000.00'

MTNI.

N 6° 20' 23" W 1811.08'

BALD
SUMMIT HOUSE AREA

72

86

70

73

69

69

72

69

69

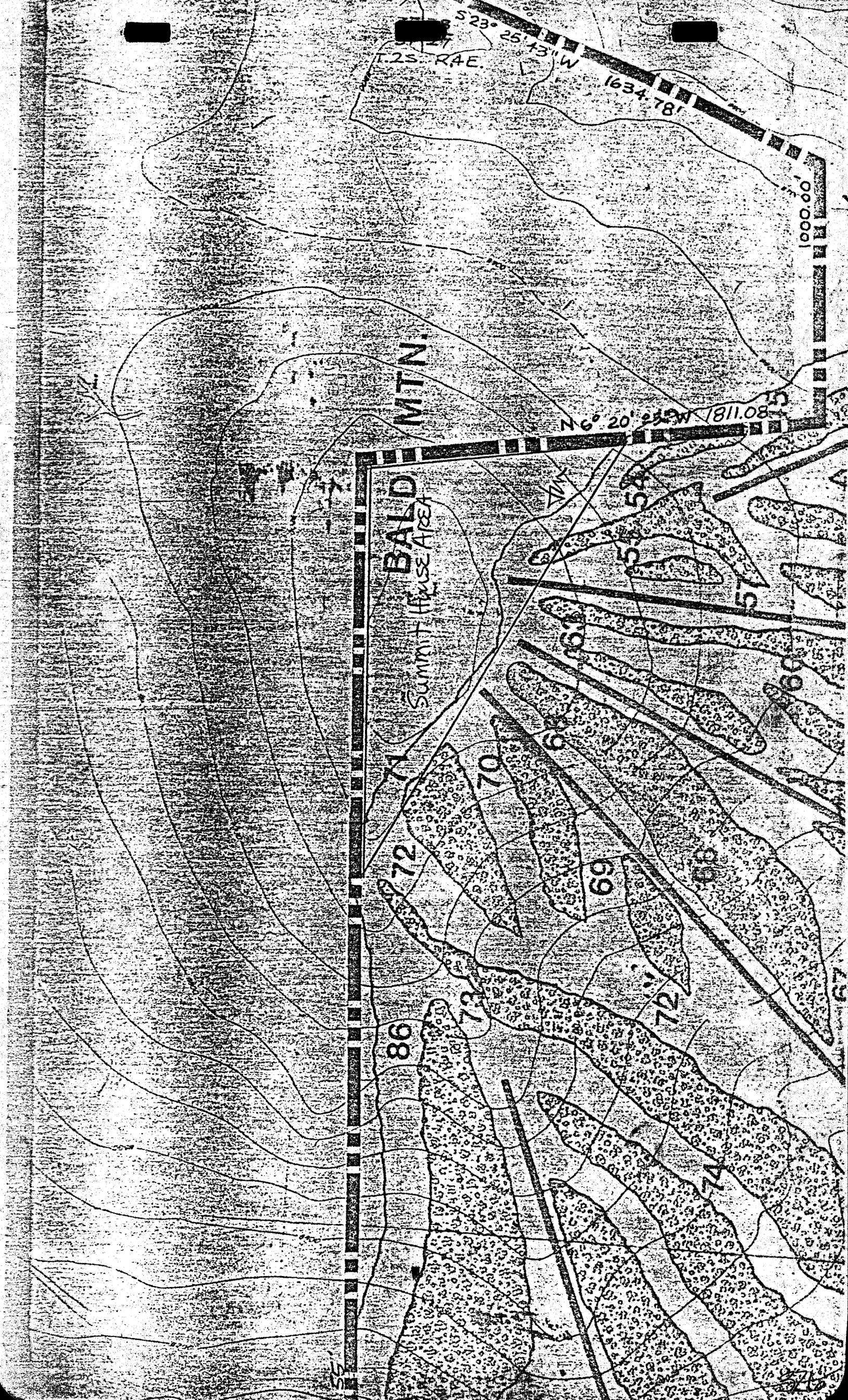
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69

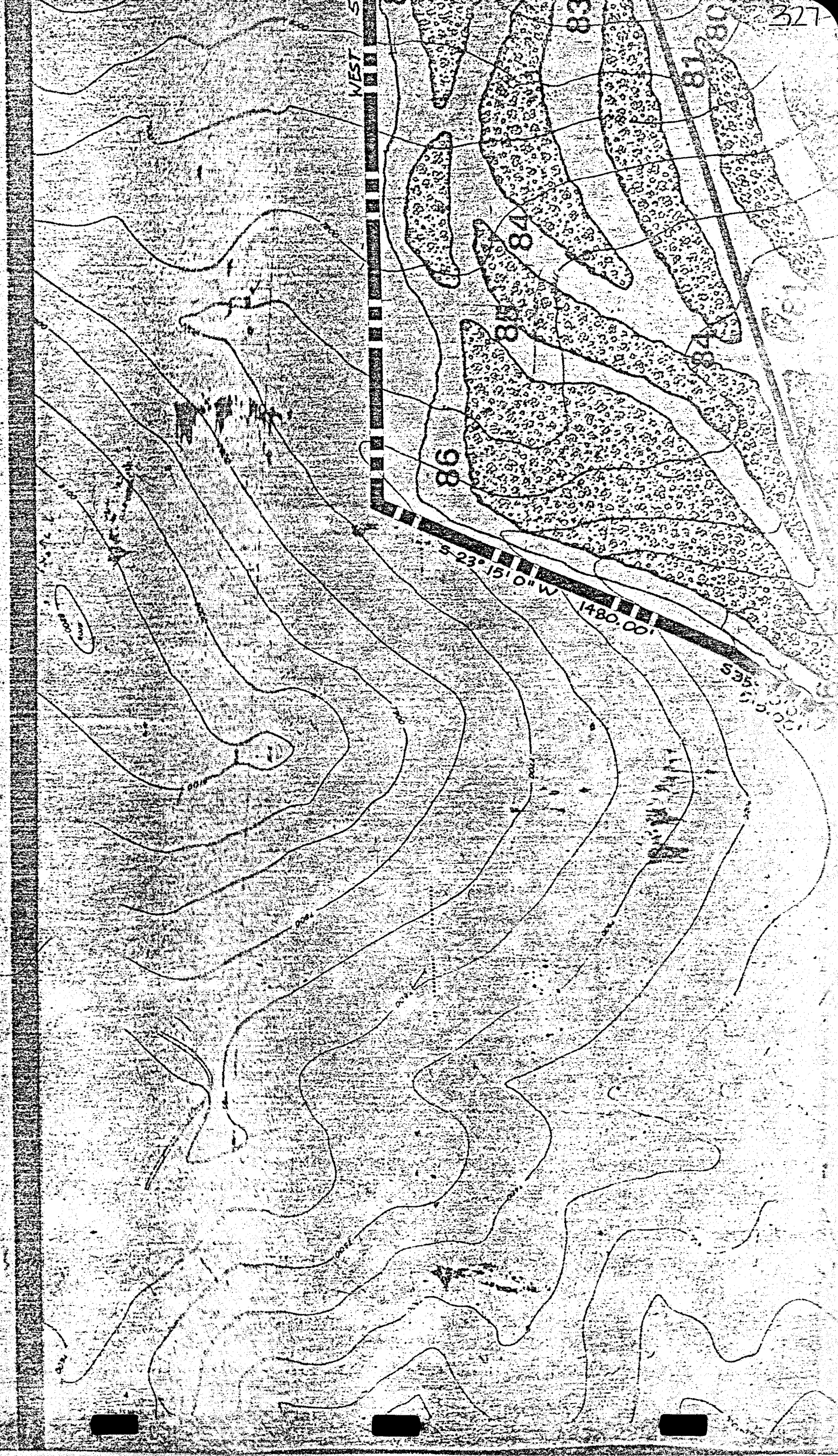
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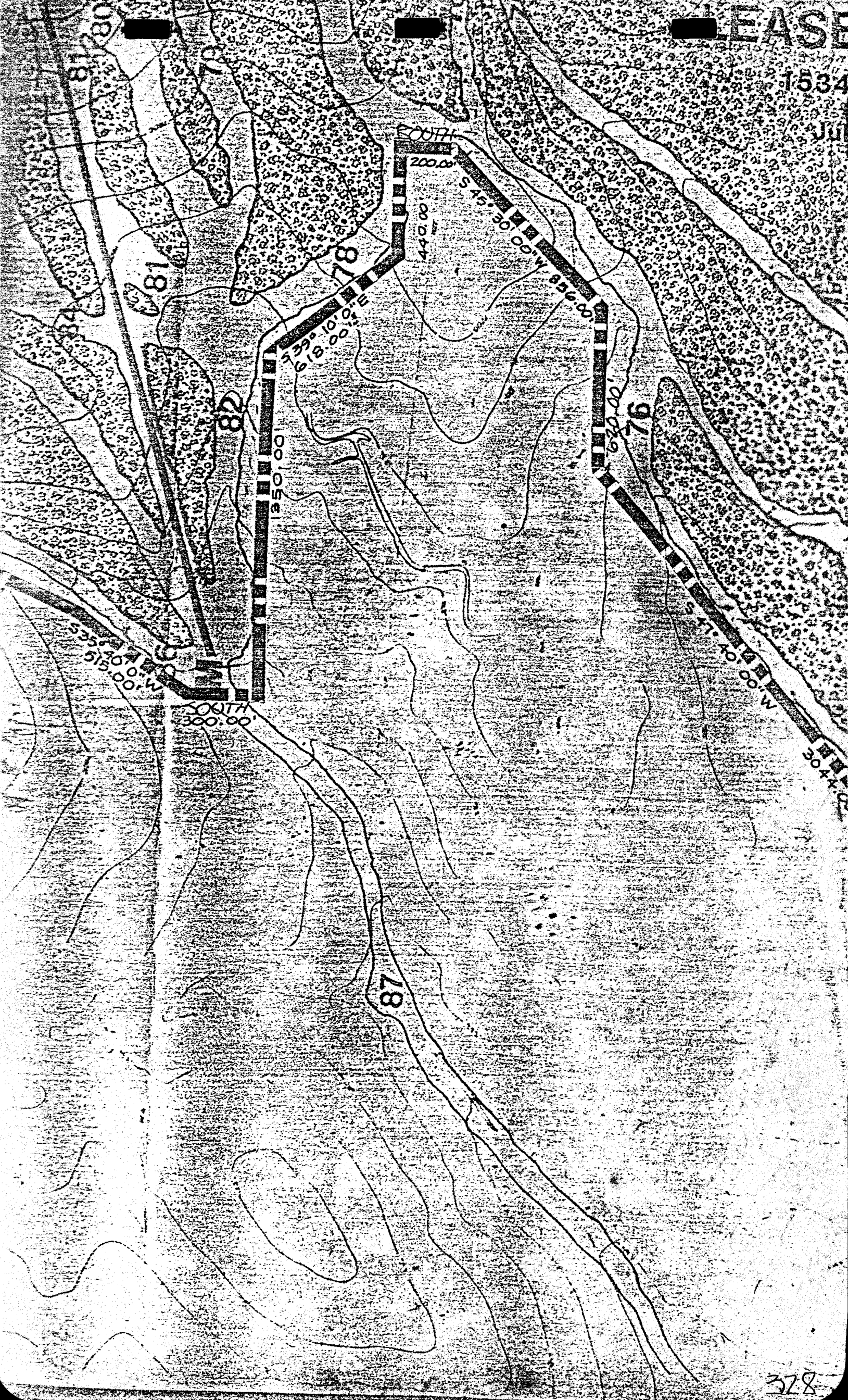
69

SE



WEST S





SOUTH
300.00'

87

97

82

88

81

80

SOUTH
200.00'

440.00'

S 45° 30' 00\"

850.00'

618.00' E

539° 10' 00\"

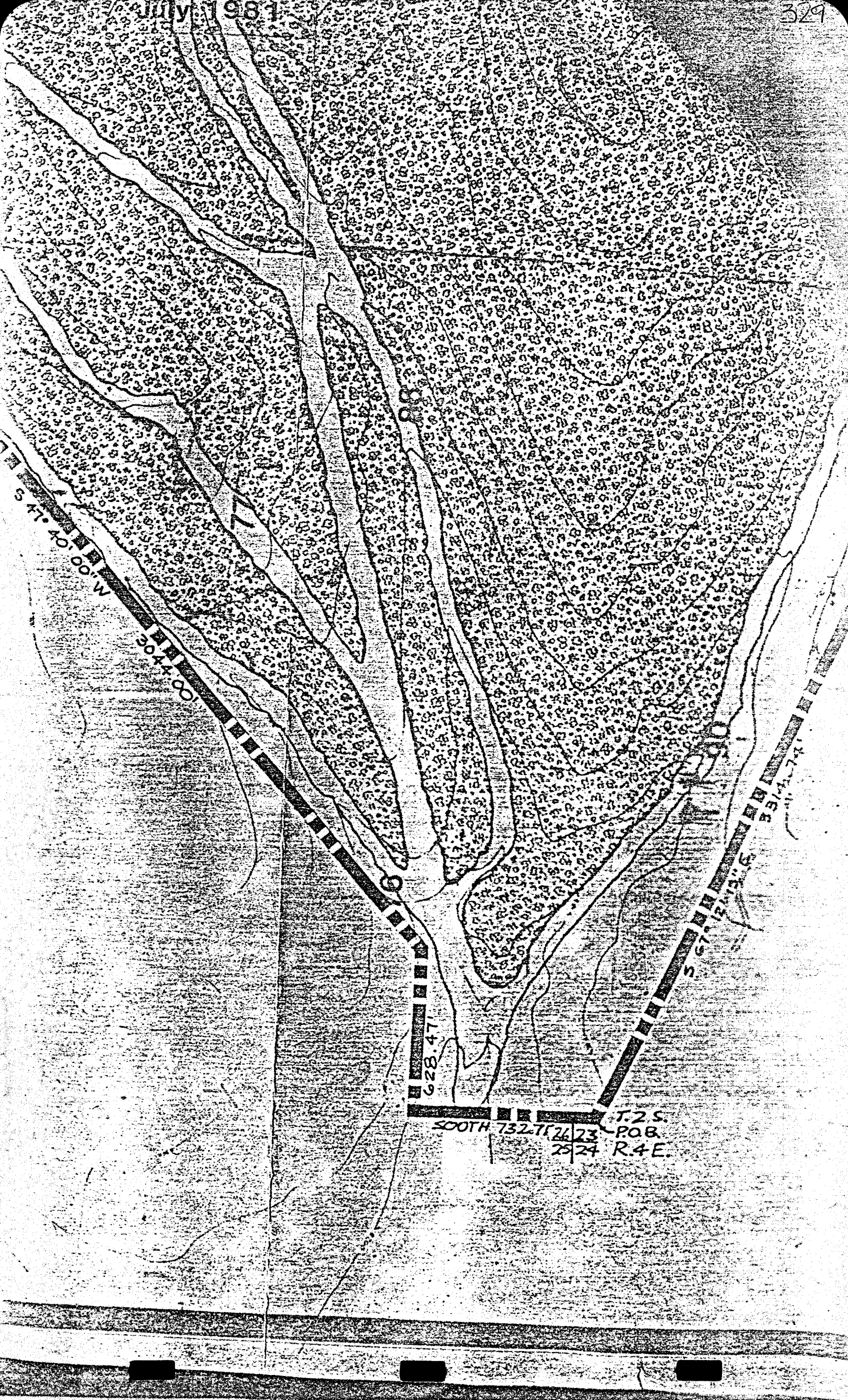
630.00'

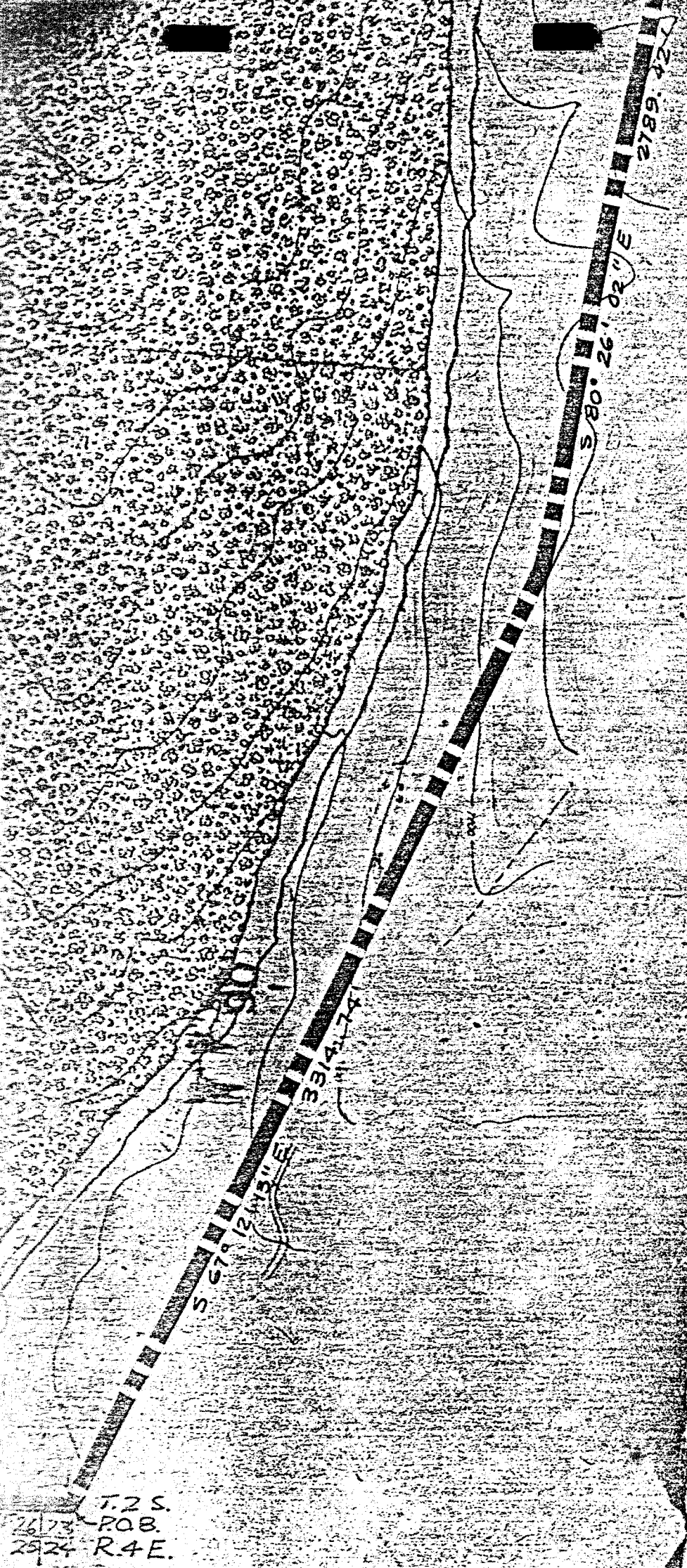
S 71° 40' 00\"

3044.00'

July 1981

329





T.2 S.
 26173 - R.0 B.
 26224 - R.4 E.

DEVELOPED BY:
ROYAL ST
 P.O. BOX 833
 PARK CITY, UTAH 8
 PH. (801) 549-858

MAYF
ROY



DEER
A PLAN
AT PARK CI

DEVELOPED BY:
ROYAL STREET LAND COMPANY
P.O. BOX 889
PARK CITY, UTAH 84060
PH. (801) 649-8585

MAYFLOWER LEASE SH
ROYAL STREET LAND CO.



DEER VALLEY
A PLANNED RECREATION AREA
AT PARK CITY, UTAH

DEVELOPED BY:

ROYAL STREET LAND COMPANY

P.O. BOX 339

PARK CITY, UTAH 84060

PH. (801) 649-8585

0 100 200 400
REVISIONS: NOVEMBER 1980

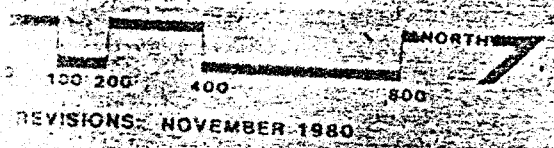
MAYFLOWER LEASE SKI AREA

ROYAL STREET LAND CO.

JU

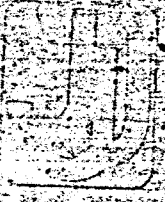
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VALLEY RESORT PLANNED RECREATIONAL DEVELOPMENT CITY, UTAH



REVISIONS: NOVEMBER 1980

DESIGNED BY:



J.J. JOHNSON & ASSOCIATES

P.O. BOX 1861
PARK CITY, UTAH 84060
PH. (801) 649-9811

SKI AREA

JULY 9, 1981

ASSOCIATES

CIVIL ENGINEERING

LAND PLANNING

SURVEYING

EXHIBIT N

Description of PCU Property

The following described patented lode mining claims situated in Summit County, Utah and Wasatch County, Utah:

<u>Name of Claim</u>	<u>Mineral Survey or Lot No.</u>	<u>Name of Claim</u>	<u>Mineral Survey or Lot No.</u>
Augustus	Lot 107	Juliet	Lot 115
Belcher No. 1	Lot 191	Libert Ext.	MS 6751
Belcher No. 2	Lot 192	Little Giant	Lot 118
Belcher No. 3	Lot 193	Little Kate	Lot 111
Belcher No. 4	Lot 194	Mary Allen	Lot 553
Belcher No. 5	Lot 195	Mary Jane	Lot 551
Elaine	Lot 135	May	Lot 61
C. Mc Falls	Lot 554	N.	Lot 190
C. J. Nelson	Lot 552	Olive Branch	Lot 102
Cataract	Lot 103	Overlook	MS 6750
City of Edinburg	MS 3288	Pay Roll	MS 3020
Clipper	Lot 570	Peerless	Lot 122
Clipper No. 2	Lot 117	President	Lot 129
Columbia	Lot 569	R. P. H.	Lot 560
Cumberland	Lot 120	Richmond	MS 4968
Debs	MS 3006	Richmond No. 2	MS 4993
Denver	MS 4967	Romeo	Lot 108
Denver No. 2	MS 4967	Rose Bud	MS 6546
Denver No. 3	MS 4967	S.E. Ext. of the	
Denver No. 4	Lot 4967	May Bell	Lot 374
Denver No. 5	Lot 4967	Sampson	Lot 60
Error No. 1	MS 7046	Senator Mine & Co.	Lot 124
Error No. 2	MS 7046	Seting Bull	Lot 121
Error No. 3	MS 7047	Shiloah	Lot 123
Excellent	Lot 125	Summit	Lot 116
Homestake	Lot 66	Summit	Lot 137
Homestake No. 2	Lot 67	Viola	Lot 273
Homestake No. 3	MS 5028	Viola No. 2	Lot 562
Independence	Lot 171	Wasatch	Lot 60
J. H. Rogers	Lot 550	Woodland	Lot 134
J. I. C.	Lot 561	Gardo	Lot 165
		Lugano	Lot 165

Together with any and all other mining claims owned by Park City Utah Mines Company and adjoining or overlapping the claims described above.