**WHITE OAK MINING & CONSTRUCTION CO., INC.**

Scofield Route
P. O. Box 60
Helper, Utah 84526

(801) 448-9420

FAX (801) 448-9456

For Your Information

It has been brought to our attention that some residents of Clear Creek have been lax in paying their water assessment to Clear Creek Utilities. This puts an unnecessary burden on those who maintain these facilities. Your cost for this convenience is minimal and should be paid routinely as required by Clear Creek Utilities and kept current at all times.

Please remember to include a copy of your liability insurance policy when you return your signed lease agreement.

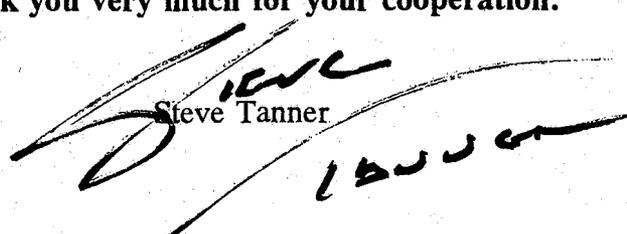
Adult supervision will be necessary for all youth carrying guns anywhere in or around the townsite of Clear Creek. Please observe all gun safety rules for your protection as well as others. It is possible for us to set up a small range for you and your children to use if you would like.

As all of you know, vandalism has been a problem in the past. Hopefully the removal of deteriorated structures and general cleanup of the townsite will help this problem for you. White Oak would appreciate notification of witness vandalism taking place.

Please let us know what the protective covenants your town committee and residences decide to put into place to make the environment more enjoyable in Clear Creek.

Also, please notice on your lease that the Lease Payment is now due January 1 of each year, this change to the Lease Agreement is to help us remember to send them in a timely manner next year and in the future.

Thank you very much for your cooperation.



Steve Tanner

LEASE AGREEMENT

This Lease Agreement is made and entered into by and between White Oak Mining and Construction Company, Inc., hereinafter referred to as "Lessor", and John S. [Signature], hereinafter referred to as "Lessee", on this 1st day of January, 1994.

WHEREFORE, in consideration of the terms, conditions, mutual covenants and the payments herein mentioned to be performed and paid, it is hereby agreed as follows:

1. Property. The real property, the subject of this Agreement, is located at 1000 [Address] (the "Property") and is more particularly described as follows:

2. Term. Lessor hereby leases the Property to Lessee, for a period of one year (1) year, beginning January 1, 1994, through and until January 1, 1995. This Lease shall automatically renew for an additional one year term upon Lessee's payment of the next succeeding yearly payment thirty (30) days prior to expiration of the initial lease term or subsequent renewal thereof. In the event such renewal payment is not received by Lessor, the Lease shall be automatically terminated at the expiration of the lease term.

3. Rent. For the initial twelve (12) month period covered by this Lease, Lessee covenants and agrees to pay Lessor the sum of 90.00, which shall be due and payable in advance on or before the first day of the term. Lessee shall also pay all taxes levied upon the Property during the term of this Lease and extensions thereof. Lessor shall give Lessee sixty (60) day written notice of the rental amount for any subsequent yearly renewal period(s) prior to expiration of the initial term or any renewal thereof. In the event no renewal rate is provided, the rate for the subsequent year shall remain the same as for the previous term. All rental payments to Lessor shall be made at the address provided in paragraph 26, below.

4. Security Deposit. Lessee has not paid to Lessor any security deposit for the Property.

5. Utilities. Lessee shall make its own arrangements for water and power connections which serve the Property and is responsible for all costs associated therewith. Lessor makes no representations with respect to the availability or cost of such services.

6. Improvements on Property. Lessee shall have the right to

is, or might be used in connection with the Property or the improvements thereon. Lessee further agrees that it will not keep any cows, chickens, goats or any other animal or fowl not now presently allowed in the community, to the end that the unincorporated community of Clear Creek, Utah, will continue to be a desirable place in which to live.

10. Condition of the Premises. Lessee has inspected the Property and accepts it in the present condition at the time of the commencement of the term of this Lease without any representation on the part of Lessor.

11. Insurance. Lessee agrees to maintain fire and liability insurance with respect to the Property. Lessee shall provide Lessor with a certificate or other evidence of insurance at the time each yearly rental payment is made. All such insurance obtained by Lessee shall name lessor as an insured or loss payee under the policy. Lessor shall have no responsibility for carrying or providing any kind of insurance whatsoever with respect to the Property including coverage with respect to any existing structure or improvement upon the Property and coverage with respect to any personal injury or property damage.

12. Damage or Destruction. If, during the term of this Lease or any renewals thereof, the property or any part thereof shall be damaged or destroyed by fire or other casualty, Lessor shall have no responsibility to repair any or all such damage or to restore the Property. The rental payment shall not be abated due to such damage or destruction, unless this Lease is terminated as provided below. If the damage or destruction shall be so extensive as to require the substantial rebuilding of any improvement on the Property, either party may elect to terminate this Lease by written notice to the other within thirty (30) days after the occurrence of such damage or destruction.

13. Personal Injury. Lessees agree to indemnify Lessor against, and hold Lessor free and harmless from, all claims due to injury of persons from any cause whatsoever, arising out of the Lessees' occupancy and/or use of the Property, during the term of this Lease or any extensions thereof.

14. Property Damage. Lessee agrees to indemnify and hold harmless the Lessor against and from any and all claims of any kind or nature relating to personal property of Lessee or others arising from Lessee's use of the Property during the term hereof, and Lessee hereby waives all claims against the Lessor for damage to all property, including loss of use of the Property due to any cause whatsoever during the term of this Lease or any extensions thereof.

15. Quiet Enjoyment. If and so long as Lessees pay the rents reserved by this Lease and performs and observes all the covenants

and provisions hereof, the Lessee shall quietly enjoy the Property, subject, however, to the terms of this Lease.

16. Time. Time is of the essence of this Agreement and every term, covenant and condition herein contained.

17. Indemnity. Lessees shall indemnify and hold Lessor harmless against any expense, loss or liability paid, suffered or incurred as the result of any breach by the Lessee, its agents or visitors, of any covenant or condition of this agreement, or as the result of Lessee's use or occupancy of the Premises, or the carelessness, negligence or improper conduct of the Lessee, its agents or visitors. Lessee's liability under this Lease extends to the acts and omissions of any subtenant, and any agent, servant, customer, employee, visitor or licensee of any such subtenant.

18. Surrender of Premises. Subject to the terms of paragraph 7 above, Lessee agrees to deliver up said Premises, including any alterations, additions or improvements thereto, to Lessor at the termination of this Lease and any extensions thereof, in as good of order and condition as when entered, reasonable and ordinary wear and tear excepted.

19. Assignments. This Lease may not be assigned nor the Property nor any portion thereof sublet by Lessee without the prior written approval of the Lessor. In the event that such approval is given and the Lease is assigned or the Property or any portion thereof are sublet, the Lessee shall nevertheless remain liable to Lessor for payment and performance of all terms, conditions and covenants required by the Lease to be performed by Lessee. Any attempted assignment by Lessee without the prior written consent of Lessor shall be void and unenforceable and shall constitute a default hereunder and terminate this Lease. In the event Lessee sells such unit as may be located upon the Property, prior to expiration of the exiting lease term, the purchaser of such interest shall also be bound by the terms of this Lease; provided that Lessor shall have no obligation to renew the Lease for such new party.

20. Default. The failure of the Lessee to perform any covenant or condition of this Agreement constitutes an event of default. Furthermore, each of the following shall be deemed an event of default of the terms and conditions of this Lease:

(a) Default in the payment of rent or any other payment hereunder;

(b) If Lessee shall default in the performance or observance of any other covenant or condition of this Agreement by the Lessees to be performed or observed;

(c) Abandonment of the Premises;

(d) The filing or execution or occurrence of:

(1) a petition in bankruptcy by or against the Lessees;

- (2) adjudication of Lessee as bankrupt or insolvent;
- (3) an assignment for the benefit of creditors, whether by trust, mortgage or otherwise; or
- (4) the taking by any person of the leasehold created hereby or any part thereof upon execution, attachment or other process of law or equity; and
- (e) Multiple unit occupancy of the Property.

21. Remedies. Upon occurrence of any event of default, Lessor may, at its option, in addition to any other remedy or right given hereunder or by law, give notice to Lessee that this Lease shall terminate upon the date specified in the notice, which date shall not be earlier than thirty (30) days after the giving of such notice if the default is not cured within that period.

22. No Waiver. The failure of Lessor to insist in any one or more instances upon the strict performance of any provision of this Agreement or to exercise any remedy herein contained or given by law shall not be construed as a waiver or future relinquishment of the requirements of any such provision. Receipt of payment or performance by Lessor with knowledge of a breach of any term, covenant or condition to be performed by Lessee shall not be deemed a waiver of any such breach and no waiver of any term, covenant or condition to be performed by Lessee shall be deemed to have been made unless expressed in writing by the Lessor.

23. Attorneys' Fees. In the event of default of any obligation under this Lease, the defaulting party shall pay all expenses of enforcing the Lease or of any right arising out of default thereof, including reasonable attorneys' fees, whether incurred with or without suit and whether incurred before or after judgment.

24. Termination. In addition to Lessor's right to terminate upon default of the Lessee or pursuant to paragraph 10 above, this Lease may be terminated by Lessor at any time by giving one-hundred-twenty (120) days written notice of termination. Lessee may terminate by delivering written notice setting forth such intention at least thirty (30) days prior to the date upon which Lessee seeks termination, specifying the termination date. No rent shall be due after termination of the Lease.

25. Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity, partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity and enforceability of any other provision hereof.

26. Representations. Lessee acknowledges that Lessor has made no agreement or promise concerning the alteration, improvement, adaptation or repair of any part of the Property which has not been set forth herein and that this Lease contains all the

agreements made and entered into between Lessee and Lessor.

27. Construction of Lease. Interpretation, construction and performance of this Lease shall be governed by the laws of Utah.

28. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by communication in writing, by United States mail, postage prepaid and certified, and addressed as follows:

If to the Lessor, at the following address:

White Oak Mining and Construction Company, Inc.
Scofield Route
P.O. Box 60
Helper, Utah 84526

If to the Lessee, at the following address:

IN WITNESS WHEREOF, the parties have executed this Lease in the County of Carbon, State of Utah, on the day and year first above written.

LESSOR:

WHITE OAK MINING AND CONSTRUCTION
COMPANY, INC.

By _____
Its _____

LESSEE:

By _____
Its _____