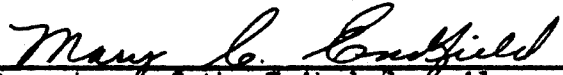


RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION

- WHEREAS, through competitive bidding and negotiation the White Mountain Apache Tribal Council has approved extensive uranium prospecting permits with leasing preference to the Frost Geophysical Corporation, of Albuquerque, New Mexico, and
- WHEREAS, the Constitution of the White Mountain Apache Tribe approved August 26, 1938 limits the duration of any lease to a term of ten years, and
- WHEREAS, the Frost Geophysical Corporation has already offered bonus payments aggregating the sum of \$60,550.50 for prospecting privileges, which payments the Council has accepted subject to approval of the Department of the Interior and has agreed to expend considerable additional sums of money in exploratory work, giving preference to Indian labor, and
- WHEREAS, the offers of bonus payments were made contingent upon reasonable assurance that mining operations can be continued beyond the ten-year term should they be in paying production at the end thereof, and
- WHEREAS, it is the intention of the White Mountain Apache Tribal Council to seek amendments to the Constitution to bring it in accordance with existing or future Congressional Acts permitting long-term leasing of Indian Lands, and
- WHEREAS, it is the desire of the Council of the White Mountain Apache Tribe to develop the resources of the tribe for maximum returns, therefore,
- BE IT RESOLVED by the Council of the White Mountain Apache Tribe in regular session, that the attached agreement be hereby approved.

The foregoing Resolution was on July 11, 1955 duly adopted by a vote of 7 for and 0 against by the Tribal Council of the White Mountain Apache Tribe pursuant to authority vested in it by Article VI, Section 1 (c) of the Constitution and By-Laws of the Tribe ratified by the Tribe on August 15, 1938 and approved by the Secretary of the Interior on August 26, 1938 pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).


Vice-Chairman of the Tribal Council


Secretary of the Tribal Council

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

Option to Renew Uranium Leases

THIS AGREEMENT, made and entered into this _____ day of _____ 1955,
by and between the WHITE MOUNTAIN APACHE TRIBE of Arizona, party of the first part,
hereinafter called the Permitter, and the FROST GEOPHYSICAL CORPORATION of Albu-
querque, New Mexico, party of the second part, hereinafter called Permittee:

Whereas, the permittee was high bidder on prospecting Unit #3 at the sale for
which bids were opened on June 22, 1955, and,

Whereas, the permittee is negotiating with the permitter for a permit on
prospecting unit #2, and,

Whereas, by the terms of said permit or permits the permittee will be granted
a lease or leases on discoveries of uranium ores in commercial quantities during
the term of said permits, and,

Whereas, the constitution of the permitter limits the term of lease to ten
years, and,

Whereas, it will be to the best interests of both the permitter and the per-
mittee to continue all productive leases so long as uranium is being produced,

Now, therefore, in consideration of the sum of one dollar (\$1.00) the
receipt of which is hereby acknowledged, and the covenants, stipulations and
conditions hereafter contained, it is agreed:

1. For any lease or leases that the permittee may be granted on
lands under permit during the term of such permit, namely one
year or an additional year's extension thereof, provided that
such lease or leases are in commercial production at expiration
date, the permitter hereby grants to the permittee the option
to obtain a new lease or leases at the expiration of the ten-
year term, by the payment of Five Dollars (\$5.00) per acre for
all acreages involved in said lease or leases, the new lease to
be on the same terms and conditions as the previous leases ex-
cept as modified to conform with the standard scale for uranium
leases established by the Secretary of the Interior at the time
the new lease is granted.
2. To exercise the option, the permittee must give notice to the
permitter by registered mail thirty days prior to the expiration
of any lease for which a new lease contract is desired and tender
therewith the full consideration as set out above.

3. Nothing herein shall prevent the permittor and the Committee from renegotiating, subject to the approval of the Secretary of the Interior or his authorized representative, existing leases in accordance with changes which may be made in the constitution of the permittor providing for a term of lease longer than ten years.
4. It is understood and agreed by both lessor and lessee that all leases shall be granted pursuant to the Act of May 11, 1938 (52 Stat. 347); 25 U.S.C. 396 (a-f) and 25 CFR 186, and on the form of lease prescribed by the Secretary of the Interior.
5. The units as referred to herein are identical to those described in the advertisement of sale for which bids were opened at Fort Apache Agency on June 22, 1955. These units are also set out on the map attached hereto.
6. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of, the respective parties hereto.
7. This option shall not be binding on either party until approved by the Secretary of the Interior or his authorized representative.

In Witness whereof the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned:

Two witnesses to execution

WHITE MOUNTAIN APACHE TRIBE

P. O. _____

By _____

P. O. _____

Attest: _____

Two witnesses to execution by Lessee

FROST GEOPHYSICAL CORPORATION

P. O. _____

By _____

P. O. _____

Attest: _____

Approved:
Department of the Interior