

D Falconer and Frank Quinn }
To }
Charles Allen.

This Agreement, made and entered into this 1st day of January 1905. by and between D Falconer of Colfax, County of Placer, State of California, and Frank Quinn of Eureka, County of Eureka, State of Nevada, the parties of the first part and Charles Allen, of Eureka, County of Eureka, State of Nevada, the party of the second part. Witnesseth; That whereas the parties of the first part are the owners and holders of certain undivided interests in each of the following mines to wit: One on Leon, Cavities, London, Valley View, Glittering Galore and Tom Gillam, situated in Mill Canyon, Cooley Mining District, Eureka County, Nevada, and whereas the said party of the second part, is desirous of securing an option upon the said above named mines for the purpose of working and developing the same to determine the value of said mines and if the same prove satisfactory to the second party, to purchase the said mining properties at any time within two years for the sum of fifteen thousand (\$15,000) Dollars, gold coin of the United States, and whereas the said first parties are desirous of selling the said mining property and are willing to grant said option to said second party upon the conditions herein contained, Now therefore, for and in consideration of the sum of one dollar, gold coin of the United States paid to the said first parties, the receipt whereof is hereby acknowledged, and for other good and valuable considerations hereinto moving the parties hereto agree as follows:

1st The parties of the first part agree that the second party shall take possession of the said mining claims and property immediately upon the execution of this agreement and may retain exclusive possession thereof during the life of this agreement, which shall terminate Jan 1. 1907. and during said time at his own cost and expense may develop and work said mining claims for mining purposes in a good and workmanlike manner, to which said second party does hereby specifically agree, that all ores extracted from said or any of said mines shall be shipped by and in the name of Frank Curciot of Beowawe, Nevada, who shall upon

receiving the returns from the reduction thereof made division and payment of the proceeds thereof according to the terms of said lease. The said second party shall have the privilege of directing said shipments to any smelter or reduction works where the best terms can be obtained.

2nd The said parties of the first part in consideration of the aforesaid agreement shall receive from the said party of the second part 10% of the net proceeds of all ores which may be extracted and worked from the said mines during life of said agreement, and a statement must be made by the said Currier on that basis immediately after the return from each shipment is received.

3rd It is agreed that these presents are intended to secure to said party of the second part an option or privilege of purchasing the said Mining Claims on the conditions hereinbefore set forth and the parties of the first part agrees with the second party that if at any time within two years of the date of this agreement the second party shall pay to said first parties the sum of fifteen thousand (15,000) Dollars, gold coin of the United States, and shall faithfully execute all other conditions of this agreement, then the said first parties hereby agree to grant, bargain, sell and convey by good and sufficient deed thereto, all of their right, title, and interest in and to the said above mentioned Mining property to the second party, all work and labor upon and all materials furnished and used upon said property hereunder to be furnished at the expense of said party of the second part, and no lien or encumbrance of any kind or character is to be by said party of the second part incurred against said property and a notice to this effect shall be kept posted by said second party in a conspicuous place on said property, and it is further specially understood and agreed between the parties hereto that if said second party shall for a period of thirty consecutive days at any time during the life of said lease and option fail to work said property, such failure shall operate as an absolute forfeiture to said parties of the first part of all rights herein granted said party of the second part, and said party of the second part shall forthwith forfeit to said parties of the first part all and every right hereunder.

In Witness whereof the parties to this agreement have hereunto set their hands and seals and to another of like import this day and year first above written

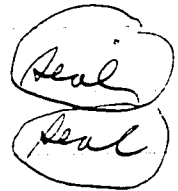
Witness

F. J. Brosamer

State of Nevada
County of Eureka Jss

D. Falconer

Frank Quinn



On this 14th day of Dec in the year one thousand nine hundred and four before me John McTernan a Notary Public in and for said Eureka County, residing therein, duly commissioned and sworn personally appeared Frank Quinn and Chas Allen known to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes herein mentioned.

In Witness whereof I have hereunto set my hand and affixed my official seal, at my office in the town and County of Eureka, the day and year in this Certificate first above written



John McTernan

Notary Public

in and for said Eureka County
State of Nevada

Recorded at the request of Chas Allen Feby 22 1905 at 25 min past 9 am
Wm Spence

Recorder