

1912 at 9 o'clock a. m.

Edgar Case, Jr. given
File 19930.

W. J. McCrea, and
G. M. Simpson
to

Lease and option.

D. F. Thatcher

Given all men By these presents: That I
D. F. Thatcher of Buckhorn, State of Nevada, named
in the annexed instrument for and in consideration
of the sum of ten (\$10.00) Dollars Gold Coin of the
United States to me in hand paid by J. D. Oliver
of the City of Oakland, State of California, the receipt
whereof is truly acknowledged, do by these presents
sell, assign, transfer and set over to the said J. D.
Oliver, his heirs and assigns a one-half (1/2) interest
of all my right, title and interest in and to the
same; authorizing him in his own name or otherwise
but at his own costs, charge and expense to enforce
the same, according to the tenor thereof and take
all measures which may be necessary for the recovery
under said option or lease; it being the intention
of the parties hereto that said J. D. Oliver is to have
a one-half (1/2) interest in the annexed lease and
option. Dated this 30th day of December, 1912

D. F. Thatcher, (Seal)

State of Nevada }
County of Esmeralda } ss

Before me, a notary Public, in and for
the County of Esmeralda on this 30th day of December
a. d. 1912 personally appeared D. F. Thatcher, known

to me to be the person described in and who acknowledged the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

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

John J. [unclear]
Notary Public
Eureka County

John J. [unclear]
Notary Public in and
for the County of Eureka
State of Nevada.

My Commission expires

the 10 day of Feb. 1916

This agreement, made and entered into this 10th day of April, A. D. 1912, between W. J. McCrear of Reno, Nevada and J. M. Simpson of Goldfield, Nevada, parties of the first part, and D. J. Thatcher of Buckhorn Nevada, party of the second part,

witnesseth: That whereas the parties of the first part are the owners of the following described mining property situated in the Buckhorn Mining District Eureka County, Nevada, and described as follows: El Paso, El Paso No. 1, and El Paso No. 2, lode mining claims, the location notices of which are duly recorded in the office of the County Recorder of Eureka County, Nevada, to which reference is hereby made for a more full and complete description of said lode mining claims.

and whereas, the said party of the second part is desirous of obtaining a lease and option to purchase all of the above described mining property, and the said parties of the first part have granted the same upon the terms and conditions hereinafter set forth.

Now therefore, in consideration of the premises, and of the sum of One (\$1.00) dollar to each party by the other in hand paid, the receipt whereof is hereby acknowledged, and for further consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

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The parties of the first part hereby give and grant, upon the terms and conditions hereinafter set forth, unto the party of the second part an option to purchase said above described lode mining claims, at any time on or before the 10th day of October, 1913, for the sum of fifteen thousand (\$15,000) dollars in cash,

payable as follows:

The sum of Seven Thousand Five Hundred (\$7,500) Dollars on or before the 10th day of April, 1913 and, the sum of Seven Thousand Five Hundred (\$7,500) Dollars on or before the 10th day of October, 1913, and in case the said party of the second part, his heirs or assigns, shall make the payments as above set forth, then and in that case the said party of the second part, his heirs or assigns shall organize a mining company and convey to said mining company the above described lode mining claims, and deliver to said parties of the first part fifty thousand (50,000) shares of the Promotion stock of said mining company thus organized, and which is a part of the consideration hereof.

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It is further expressly understood and agreed by and between the parties hereto, that upon the failure of the said party of the second part, to make the payments or any of them, or to deliver said Promotion stock, within the time limit herein or to faithfully perform all the covenants and conditions herein on his part, it shall be considered a surrender and forfeiture of the lease and option to purchase hereby given, and all moneys theretofore paid by him shall be retained by the said parties of the first part as liquidated damages and not as a penalty. Time being the essence of this contract, and in case of such forfeiture, the said party of the second part shall not be liable in any amount to the said parties of the first part, in damages either liquidated, penalty, or otherwise.

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Whereas, upon a full and complete compliance of all the terms, covenants, conditions and agreements in this lease and option to purchase contained, by the said party of the second part, on or before the 10th day of April, 1913, the said parties of the first part are to make and deliver to the Union National Bank, of Reno, Nevada, a good and sufficient mining deed of conveyance of said above described mining property, together with a good and sufficient abstract of the same, to be by said Union National Bank held in escrow during the term of this lease and option to purchase, and to be by it delivered to the said party of the second part, upon the payment to it for account of the said parties of the first part of the sum of fifteen thousand

(#15,000) Dollars and the delivery of said Promotion stock as hereinbefore provided.

Now therefore, the said parties of the first part do covenant and agree with said party of the second part, that upon the payment by the said party of the second part, to the aforesaid Nixon National Bank, for the account of the said parties of the first part, on or before the 10th day of October, 1913, of the sum of Fifteen Thousand (\$15,000) Dollars in cash, and the delivery of said Promotion stock, as hereinbefore set forth, said deed and abstract in escrow shall be delivered on demand to the said party of the second part, or upon his order, if said payments be not made, and said Promotion stock be not delivered, or upon the violation of any of the covenants and agreements herein set forth, said deed and abstract shall be returned to the said parties of the first part, or upon their order, and this lease and option to purchase be declared forfeited.

It is further covenanted, contracted and agreed, by and between the parties, that the said party of the second part, shall be placed in full and peaceable possession of said above described mining property, to mine remove and sell ore therefrom during the full force and effect of this lease and option to purchase.

and the said party of the second part for and in consideration of the premises aforesaid, has covenanted, contracted and agreed, and by these presents do covenant, contract and agree with the said parties of the first part to enter upon said mining premises and to work the same in a proper, and miner-like fashion, and to commence work on said premises on or before the first day of May, 1912, with at least seventy-five shifts of eight hours each, during each and every month of the continuance of this lease and option, unless prevented by labor strikes, scarcity of labor, or extraordinary mining casualty.

To keep at all times the drifts, shafts, tunnels and other workings accessible and clear of loose rock and rubbish, and that all shafts, tunnels and openings shall be timbered where necessary. To permit the said parties of the first part, their agents or attorneys, to have the right, at any and all times, of access in and to any and all workings upon said premises, for the

purpose of sampling or testing the values of any and all ores that may be disclosed in any part of said workings, or upon said premises, or which may be lying on the dumps, and for the purpose of inspection and surveying; and that the said party of the second part will render to them all the assistance in his power in so doing.

The said party of the second part shall be chargeable with and pay any and all loss and expense resulting from any shipment of ore which may prove not to be of payable grade. The said party of the second part shall pay or cause to be paid to the said parties of the first part, their agents or attorneys, as a rental for said premises, ten (10) per cent on all ores mined or extracted from said premises, after deducting the expense of freight, smelter and mill charges, said royalties to be deposited to the order of the said parties of the first part, in the Union National Bank of Reno, Nevada, and shall be applied on the purchase price of said mining property.

It is further understood and agreed, by and between the parties hereto, and which is a part of the consideration hereof, that the said party of the second part, shall not remove any of the improvements of whatsoever kind, character or description placed upon said mining property by the said party of the second part.

All the terms, conditions and covenants of the above and foregoing lease and option to purchase shall extend to and be binding upon the heirs, executors administrators and assigns, agents and attorneys of each and all of the parties hereto.

In witness whereof the parties hereto have set their hands and seals the day and year first above written.

W. J. McCarra. (Seal)

J. M. Simpson. (Seal)

D. F. Thatcher. (Seal)

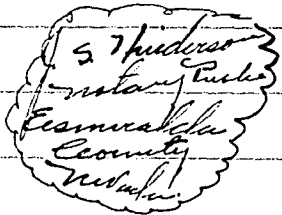
State of Nevada }
County of Esmeralda } ss.

On this 11th day of April A. D. one thousand nine hundred and twelve personally appeared before me J. S. Henderson a Notary Public in and for said County of Esmeralda, J. M. Simpson, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same, fully and voluntarily, and for the uses and purposes

therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the County of Esmeralda, the day and year in this certificate first above written.

My commission expires April 22nd 1914



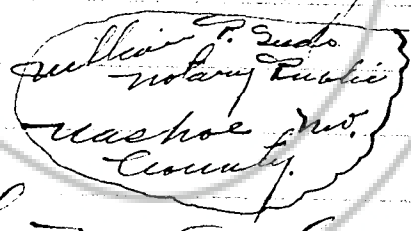
J. S. Henderson,
Notary Public in and for
the County of Esmeralda,
State of Nevada.

State of Nevada }
County of Washoe } SS

On this 10th day of April A. D. one thousand nine hundred and twelve, personally appeared before me, William P. Sudo, a Notary Public in and for said County of Washoe, W. J. McCrea and D. F. Thatcher, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that they executed the same, freely and voluntarily, and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the County of Washoe, the day and year in this certificate first above written.

My Commission expires October 11th 1913,



William P. Sudo,
Notary Public in and for
the County of Washoe, State
of Nevada.

Recorded at the request of D. F. Thatcher, Jan. 9, A. D. 1913 at 50 mins past 4 P. M.

Edgar Cather, Recorder
Jan. 9, 1913