

File No. 13364

Boletta C. Hjul, B.Merialdo,)
P. Paroni,)

with)

Option Agreement

J.S. Bagg)

FOR AND IN CONSIDERATION of the sum of one Dollar to us in hand paid by J.S.Bagg, of Eureka, Nevada, the receipt whereof is hereby acknowledged, and for other good and sufficient consideration, we, the undersigned, Boletta C. Hjul, B.Merialdo, and P.Paroni, all of Eureka, Eureka County, Nevada, do hereby covenant and agree with the said J.S.Bagg, as follows;

First; That we are the owners and possessed of the majority of the stock issued of the Ruby Hill Tunnel Company, which said company owns the Ruby Hill Tunnel and certain mining claims on Prospect Mountain, Eureka Mining District, Eureka, Nevada;

Second; that, for and in consideration of payments to be made by said J.S.Bagg, and other good consideration, we will sell to said J.S.Bagg our stockholdings in said Ruby Hill Tunnel Co; also, for the same considerations we will secure and turn over to him all the remaining outstanding stock, and as well the unissued capital stock of the said Ruby Hill Tunnel Company;

Third; Said J.S.Bagg, the grantee herein, hereby agrees in case of the exercise of this option to pay for the said stock, to the said grantors herein, the sum of Fifteen Thousand Dollars (\$15,000); payments to be made as follows; One Hundred Dollars (\$100) on or before the first day of January 1920; and One Hundred Dollars (\$100) on or before the first of each and every following month of the year 1920 up to and including the month of December.

On or before January 1, 1921, the balance of said purchase price of said stock, or the sum of Thirteen Thousand Eight Hundred Dollars (\$13,800) shall be paid to said grantors by the grantee herein.

Fourth; It is understood and agreed by and between the parties hereto that within sixty days after the first payment of the first One Hundred Dollars (\$100) as aforesaid, the grantors herein will deposit all of the said stock of the Ruby Hill Tunnel Company, with the Henderson Banking Company, of Elko, Nevada, in escrow, with irrevocable instructions to said bank to deliver the same to the said J.S.Bagg, or his nominee, upon the making of the payments herein specified as portions of the purchase price, into said bank for the credit of grantors herein. Upon grantee failing to make any payment at the time and in the manner herein provided, grantors may, at their option, withdraw said stock and escrow instructions from said bank.

Fifth; Should said grantee herein fail to comply with any of the requirements of this agreement, then and in that event, grantors shall have the right to declare this option forfeited and any and all payments made hereunder before such forfeiture shall be and become the property of the grantors in full settlement of any and all claims against grantee arising out of or created by the terms of this agreement and forfeiture thereof.

Sixth; Grantee may abandon his right to purchase under the terms of this agreement at any time, either before or after making any payment hereon, and in case of such abandonment will not be required to make any payment after the date ~~of~~ the abandonment occurs.

Seventh; The provisions of this option and each one thereof to be binding upon the heirs, personal representatives, or assigns of the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of October, 1919.

P.Paroni (SEAL)

B.Merialdo (SEAL)

Boletta C. Hjul (SEAL)

J.S.Bagg (SEAL)

State of Nevada,))
County of Eureka) ss

On this 22nd day of October, 1919, personally appeared before me, a Notary Public, in and for the said County of Eureka, B.Merialdo, P.Paroni, Boletta C.Hjul, and J.S.Bagg, known to me to be the persons 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 purpose therein mentioned.

(Notarial Seal)

Edna Covert Plummer
Notary Public.

My commission expires on February 17, 1923.

For value received, I hereby sell, assign and transfer to Henry J.Bartlett of San Francisco, all of my right title and interest in and to the foregoing option agreement Dec. 29, 1919.

J.S.Bagg.

State of California,)
City and County of San Francisco.) ss.

On this 30th day of December in the year one thousand nine hundred and nineteen, before me, Mary F. Redding, a Notary Public, in and for the City and County of San Francisco, personally appeared J.S.Bagg known to me to be the person whose name is subscribed to the within instrument, and has duly acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(Notarial Seal)

My commission expires July 14, 1921.

Mary F. Redding
Notary Public in and for the City and County of
San Francisco, State of California.

Recorded At the Request of Henry J.Bartlett Jan. 15, A.D. 1920 At 20 minutes past 11 A.M.

Edgar Eather--Recorder

By Peter Merialdo--Deputy.