

James D. Morrison)
 to) Agreement.
 Eureka Corporation Limited.)

An Agreement Of Option To Purchase

This Agreement, made and entered into this 31st day of January 1945, by and between James D. Morrison of Eureka, Eureka County, Nevada, Party of the First Part and Eureka Corporation Limited, a Corporation of the Province of Nova Scotia, Dominion of Canada, Party of the Second Part:

Witnesseth

Now, therefore, it is understood and agreed between the parties as follows:

First: That the said Party of the First Part, in and for the consideration of One Thousand Dollars (\$1000.00) in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto the Party of the Second Part, an option to purchase all his right, title and interest in and to those certain lode mining claims situated on Adams Hill, Eureka Mining District, County of Eureka and State of Nevada and more fully described in the Records of the County Recorder in said County of Eureka and known as follow to witt:

Patented Mines

Holly, Survey or Lot No. 122, Bull Whacker, Survey or Lot No. 51 and Silver West, Survey or Lot No. 131.

Unpatented Claims

Holly No. 2 and Holly No. 3, Bull Whacker No. 2, and Bull Whacker No. 3 and Silver West No. 2.

Together with all improvements and apurtenances and free from all encumbrance.

Second: That the total purchase price for said property is to be the sum of Twenty Five Thousand Dollars (\$25,000.00) and that the balance of said price is payable in the manner and form and at the intervals as follows:

| | |
|---------------------------------|-------------|
| On or before July 31, 1945----- | \$2,000.00 |
| On or before Jan. 31, 1946----- | 3,000.00 |
| On or before July 31, 1946----- | 3,000.00 |
| On or before Jan. 31, 1947----- | 3,000.00 |
| On or before July 31, 1947----- | 3,000.00 |
| On or before Jan. 31, 1948----- | \$10,000.00 |

All payments of the purchase price to be made by the Second Party under the terms of this Agreement, are to be made by the Second Party to the Farmers & Merchants National Bank at Eureka, Nevada which said Bank is nominated to be escrow holder of the deed to be executed in accordance with the terms of this Agreement by the Party of the First Part and shall be turned over to the Party of the Second Party by said Bank upon completion of the payments as herebefore stated.

It is hereby covenanted and agreed that the Second Part may take possession of the mining claims herein described and subject to the herein Agreement, immediately upon the execution of this Agreement together with all buildings and improvements thereon, and retain possession

thereof so long as the Second Party is fully performing all of the covenants of this Agreement. First Party further grants to the Second Party the right and privilege to work and explore the mining claims herein described during the life of this option if he so desires.

Third: The First Party covenants and agrees, that he will upon the execution of this Agreement, make a good and sufficient deed conveying to the Second Party all his right, title and interest in and to the said mining claims together with the improvements and apertances thereon and will deliver said deed in escrow to the Farmers & Merchants National Bank in Eureka, Nevada with instructions to said Bank that upon fulfillment of all the covenants by the Party of the Second Part according to the terms as set forth herein, the said Bank shall deliver the same to the Second Party or his nominee.

Time is hereby declared to be the essence of this Agreement and any failure of the payment of monies in accordance with the terms of this Agreement shall forthwith make the monies paid theretofore by the Second Party become the property of the First Party and the First Party may terminate this Agreement at his sole discretion and election and thereby terminate all rights, title and interest of the Second Party retaining as rental all sums of money theretofore received by him, excepting that it is understood and agreed that if this Agreement is to be terminated by the First Party for failure of the Second Party to pay any monies at the times stated in this Agreement the First Party shall give the Second Party 30 days notice in writing by registered mail addressed to the Second Party at Eureka, Nevada, notifying the said Second Party of such failure to perform and upon failure by said Second Party within 20 days to remedy such default then all rights of said Second Party under this Agreement shall thereupon cease and terminate and First Party may enter and take possession of said property.

Fourth: The First Party undertakes that he has paid all taxes upon said mining claims and improvements thereon up to Dec. 31, 1944 and that there are no unpaid or unsatisfied liens or encumbrances upon said claims or any of them or upon buildings or improvements thereon created or resulting from action of the First Party and the First Party further agrees that he will not during the life of this Agreement make or permit to be made by others acting for him any bonafide liens or encumbrances thereon and Second Party in consideration of this Agreement with First Party agrees that it will not during the life of this agreement make or permit to be made by others acting for it any bonafide liens or encumbrances on the property referred to herein. Second Party further agrees that during the life of this option, he will pay all taxes, both of the State of Nevada and the County of Eureka and also any future Federal, State and other taxes and assessments which might become a lien upon the property, including taxes which may be assessed against said property or any personal property placed thereon by the said Second Party. Second Party further agrees to perform the necessary annual assessment work on the unpatented mining claims that it is necessary to perform and to record proof of labor or desire to hold exemptions of same with the County Recorder of Eureka, Co. and to carry Workmen's Compensation Insurance on any workmen employed on the property during this option.

Fifth: First Party agrees that any machinery placed upon the property by the Second Party during the life of this Agreement may be removed within a period of 60 days from and after the expiration of this option.

Sixth: This Agreement shall inure to the benefit of and be binding upon, the Parties hereto, their heirs, executors, administrators, successors, and assigns,

In Witness Whereof, the Parties hereto have hereunto set their hands and seals as of the day and year in this Agreement first above written.

| | | | |
|--------|-----|-----------------------------------|------|
| First | (| <u>James D. Morrison</u> | |
| Party. | (| <u>Mayme Morrison</u> | Wife |
| Second | (| <u>Eureka Corporation Limited</u> | |
| Party. | (By | <u>George W. Tower.</u> | |

State Of Nevada,)
) ss.
County Of Eureka.)

On this 31st day of January, A. D. 1945, personally appeared before me Leona Morrison, a notary public in and for said State of Nevada,

James D. Morrison
Mayme Morrison Wife

and known to me to be 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 purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my seal.

(Notarial Seal)

Leona Morrison

My commission expires Feb. 10, 1948.

Recorded at the request of Geo. W. Mitchell Jan 24 A.D. 1948 At 40 minutes past 10 A.M.

Peter Merialdo----Recorder.