

LEASE AND OPTION AGREEMENT

THIS AGREEMENT, made this 17 day of July, 1964, by and between STANLEY BINE and ROBERT C. KELLEY of Eureka, Nevada, hereinafter called the "LESSORS" and John W. Killinger of Eureka, Nevada, hereinafter called the "LESSEE",

WITNESSETH:

THAT THE LESSORS, for and in consideration of payments hereinafter set forth, hereby let, lease, and sell to the lessee from this day forward all interest of the lessors in and to those certain mining claims in the Mt. Hope Mining District of Eureka County, State of Nevada known as follows:-

September Morn	1
September Morn	2
September Morn	3
September Morn	4
September Morn	5
September Morn	6
September Morn	7
September Morn	8
September Morn	9
September Morn	10
September Morn	11

In consideration whereof the Lessee agrees to pay to the Lessors the sum of One Hundred (\$100.00) Dollars upon this day of each month until a total of Twenty Thousand (\$20,000.00) Dollars has been paid, and during this period to perform all legally required assessment work until such time as those claims may be patented or to cause such assessment work to be done, and in each year commencing with 1965, shall complete such work no later than June 30 of each year. Nothing herein shall prevent the Lessee from paying the entire Twenty Thousand (\$20,000.00) more rapidly, or all at one time.

Lease and Option Agreement

The Lessee shall keep and save harmless the lessors and the property from all claims, liens, claims for labor, materials, supplies, personal injury, or injuries of workmen, and to the later and subject himself to the provisions of the Nevada Industrial Act as amended. Lessee shall post and keep posted the required notice of non-responsibility of the lessors and the workings for laborers, merchants, and other liens and immediately after such posting file with the Bureau County Recorder the statutory affidavit of posting.

Until the final payment is made hereunder, the lessors shall have the right to enter and inspect the premises at any time.

Should the Lessee fail to comply with any covenant, agreement, or obligation hereof, the Lessors may declare a forfeiture by written notice setting forth the ground or grounds therefor, which declaration of forfeiture shall become effective upon delivery thereof to the Lessee at his last known address either personally or by mail. All payments hereunder theretofore made by Lessee to Lessors shall then be retained by the Lessors as liquidated damages for the breach of this agreement, and neither party shall then have any further claim against the other.

WAIVER OF
 WAIVER of
 WAIVER of any default by the Lessors in the performance of any provision hereof shall not vitate that or any other provision hereof nor constitute a waiver of any subsequent default in the same or any other provision hereof.

Lessee shall pay any property taxes levied against the claims while the same are under his control.

Any claims staked by the Lessors within five miles of the September Horn claim shall become a part of the property.

Lease and Option Agreement

Receipt of the first One Hundred (\$100.00) Dollar payment by the Lessee to the Lessor is herewith acknowledged.

In witness whereof the Lessor and the Lessee hereto have set their hands the day first above written.

R. E. King

Stanley Fine

Lessor

John W. Killinger

Lessee

STATE OF NEVADA, } ss.
County of Eureka }

ON the 22 day of July, 1964,
personally appeared before me, a Notary Public in and for said
County and State, John W. Killinger,
known to me to be the person described herein and who executed
the foregoing instrument, who acknowledged to me that he executed
the same freely and voluntarily, and for the uses and purposes therein
mentioned.

(Seal)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last hereinabove written.

LILLIAN LEUTINGER, NOTARY PUBLIC
in the County of Eureka, State of Nevada
My Commission Expires April 30, 1967
RUBY HILL AVENUE - EUREKA, NEVADA

Lillian Leutinger
Notary Public

My Commission Expires:

FILE NO. 40102

Filed for record at the request of John W. Killinger
August 14, 1964, at 05 minutes past 11 A. M. Recorded in

Book 5 of Official Records, page 308-310, Records of EUREKA

COUNTY, NEVADA.

Fee \$ 3.55

Willis A. DePaul, Recorder