

1 THIS AGREEMENT, executed in duplicate this 24th day of
2 September, A. D. 1964, by and between LOUIS L. ROSSI and TONY A.
3 ROSSIE, both of the City of Winnemucca, County of Humboldt, State
4 of Nevada, the parties of the first part, and JOE ASHBURN, of the
5 City of Fallon, County of Churchill, State of Nevada, the party of
6 the second part,

7 W I T N E S S E T H: That for and in consideration of
8 the sum of One Dollar (\$1.00), and other valuable consideration,
9 the receipt whereof is hereby acknowledged, the parties of the
10 first part hereby agree that the party of the second part shall
11 have the Option To Purchase the following described mining claims
12 situate, lying and being in the County of Eureka, State of Nevada,
13 and more particularly described as follows, to-wit:

14 Blue Mountain No. 1, Certificate of Location
15 thereof recorded in Book , Page 210, under
16 File No. 23461, records of Eureka County, Nevada.

17 Weasel, Certificate of Location thereof recorded
18 in Book , Page 451, under File No. 27700,
19 records of Eureka County, Nevada.

20 Sage Hen, Certificate of Location thereof recorded
21 in Book , Page 243, under File No. 24012,
22 records of Eureka County, Nevada.

23 Wild Cat No. 1, Certificate of Location thereof
24 recorded in Book , Page 244, under File No.
25 24014, records of Eureka County, Nevada.

26 Yellow Squirrel, Certificate of Location thereof
27 recorded in Book , Page 209, under File No.
28 23459, records of Eureka County, Nevada.

29 Porcupine, Certificate of Location thereof
30 recorded in Book , Page 210, under File No.
 23460, records of Eureka County, Nevada.

 Bull Snake, Certificate of Location thereof
 recorded in Book , Page 242, under File No.
 24011, records of Eureka County, Nevada.

 Owl, Certificate of Location thereof recorded
 in Book , Page 211, under File No. 23462,
 records of Eureka County, Nevada.

 Red Robin, Certificate of Location thereof
 recorded in Book , Page 209, under File No.
 23458, records of Eureka County, Nevada

1 Coyote, Certificate of Location thereof recorded
2 in Book , Page 243, under File No. 24013,
records of Eureka County, Nevada.

3 Deer, Certificate of Location thereof recorded
4 in Book , Page 244, under File No. 24015,
records of Eureka County, Nevada.

5 Wild Cat No. 2, Certificate of Location thereof
6 recorded in Book 5, Page 43, under File No.
40054, records of Eureka County, Nevada.

7 Wild Cat No. 3, Certificate of Location thereof
8 recorded in Book 5, Page 44, under File No.
40055, records of Eureka County, Nevada.

9 Blue Mountain No. 2, Certificate of Location there-
10 of recorded in Book 5, Page 45, under File No.
40056, records of Eureka County, Nevada.

11 Blue Mountain No. 3, Certificate of Location there-
12 of recorded in Book 5, Page 46, under File No.
40057, records of Eureka County, Nevada.

13 Blue Mountain No. 4, Certificate of Location there-
14 of recorded in Book 5, page 47, under File No.
40058, records of Eureka County, Nevada.

15 Blue Mountain No. 5, Certificate of Location there-
16 of recorded in Book 5, page 48, under File No.
40059, records of Eureka County, Nevada.

17 Blue Mountain No. 6, Certificate of Location there-
18 of recorded in Book 5, page 49, under File No.
40060.

19 The above-described claims are all situated in
20 Sections 2, 3 and 4 of Township 26 North, Range
48 East, M.D.B. & M.

21 at any time within six (6) months from and after the date hereof,
22 upon the payment of the sum of Six Hundred Thousand Dollars
23 (\$600,000.00), lawful money of the United States of America.

24 The party of the second part shall have the right to
25 immediately enter upon the mining claims hereinabove described
26 for the purpose of prospecting, testing and drilling the property
27 to determine whether or not valuable minerals exist. The party
28 of the second part shall not have the right, however, to mine any
29 minerals during this six-months period of time, unless the entire
30 purchase price is paid.

1 In the event the party of the second part pays the entire
2 purchase price of \$600,000.00 within the six-months option period
3 hereby extended that then and in that event the parties of the
4 first part will execute and deliver a good and sufficient quit-
5 claim deed conveying title to the above-described mining claims
6 to the party of the second part free and clear of all encumbrances,
7 save and except the paramount title of the United States Government.

8 In the event the party of the second part, or his assigns,
9 fails to exercise this option within the six-months period of time,
10 any consideration that has been paid pursuant to the terms of this
11 Agreement will be forfeited to the parties of the first part as
12 liquidated damages and in addition thereto the party of the second
13 part shall deliver to the parties of the first part copies of all
14 geological and geophysical reports made and samples run.

15 This Option may be assigned by the party of the second
16 part without the consent of the parties of the first part.

17 That further from and after six months from and after
18 the date hereof this Option will become null and void and shall
19 be of no further force and effect in the event the full amount of
20 the purchase price, as herein set forth, is not paid.

21 IN WITNESS WHEREOF, the parties hereto have hereunto set
22 their hands the day and year first above written.

23 Louis L. Rossi
Louis L. Rossi

24 Tony A. Rossi
Tony A. Rossi
Parties of the first part.

25 Joe Ashburn
Joe Ashburn
Party of the Second part.

26
27
28
29 A S S I G N M E N T

30 For and in consideration of the sum of One Dollar (\$1.00)

JAMES A. CALLAHAN
ATTORNEY AT LAW
WINNEMUCCA, NEVADA

1 lawful money of the United States of America, and other valuable
2 consideration paid to JOE ASHBURN, the receipt whereof is hereby
3 acknowledged, the said Joe Ashburn does hereby sell, assign and
4 transfer and set over the above-entitled lease and option unto
5 JAY A. WILLIAMS, of Roseburg, Oregon, subject, nevertheless, to
6 the covenants and conditions therein contained.

7 TO HAVE AND TO HOLD the same unto the said Jay A. Williams,
8 his heirs, executors, administrators and assigns forever.

9 DATED this 24th day of September, A. D. 1964.

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11 Joe Ashburn
12 Joe Ashburn.
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1 STATE OF NEVADA,
2 COUNTY OF HUMBOLDT, } SS.

3 On this 24th day of September, A. D. 1964, personally
4 appeared before me, a Notary Public in and for said County and
5 State, LOUIS L. ROSSI, TONY A. ROSSI and JOE ASHBURN, known to me
6 to be the persons described in and who executed the foregoing in-
7 strument, who acknowledged to me that they executed the same freely
8 and voluntarily and for the uses and purposes therein mentioned.

9 IN WITNESS WHEREOF, I have hereunto set my hand and af-
10 fixed my official seal at my office in said County and State, the
11 day and year in this Certificate first above written.



James A. Callahan
Notary Public in and for said
County and State.

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FILE NO. **40330**
Filed for record at the request of: Joe Ashburn
Sept. 28, 1964, at 02 minutes past 8 A. M. Recorded in
Book 6 of Official Records, page 43-47, Records of EUREKA
COUNTY, NEVADA.
Fee: \$ 6.15 *Shelley A. DePaul*, Recorder.