

LEASE AND OPTION TO PURCHASE

THIS INDENTURE, made and entered into this 15th day of October, 1966, by and between LEASTER A. BISONI and GENEVE G. BISONI, husband and wife, and MAYNARD E. BISONI, a single man, residents of the State of Nevada, the parties of the first part, hereinafter called "First Parties", and CHESSHER & CO., a Nevada corporation, the party of the second part, hereinafter called "Second Party",

WITNESSETH: THAT

WHEREAS, under date of August 15, 1966, First Parties executed and delivered to Second Party that certain option agreement, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof; AND

WHEREAS, First Parties have received from Second Party the first payment of \$2,000.00 due on or before October 15, 1966, as is described and set forth in said option agreement of August 15, 1966; AND

WHEREAS, the references to, and description of, an agreement as described in said option agreement of August 15, 1966, are hereby made applicable and perttainable to, and shall include and identify, this "Lease and Option To Purchase" agreement, and it is mutually agreed by and between First Parties and Second Party that this agreement is the same lease and option agreement referred to and described in said option agreement of August 15, 1966, Exhibit "A".

NOW, THEREFORE, in and for the consideration of the sum of Ten Dollars (\$10.00) this day in hand paid by Second Party to First Parties, and for other good and valuable considerations received by First Parties from Second Party, receipt whereof First Parties hereby acknowledge, and in consideration of the said sum of \$2,000.00 paid herewith to First Parties as due on October 15, 1966, and in consideration of the covenants and agreements hereinafter set forth, to be promptly kept and performed, First Parties hereby grant and give to Second Party the exclusive right and option to purchase upon the terms and conditions and for the total purchase price hereinafter set forth and specified, those certain ten (10) unpatented lode mining claims situated in T15N, R52E, NDB&M, Eureka County, Nevada, described as follows, to-wit:

| NAME OF UN-<br>PATENTED LODE<br>MINING CLAIM: | DATE OF<br>LOCATION<br>CERTIFICATE | LOCATION NOTICE OR CERTIFICATE FOR EACH OF SAID MINING<br>CLAIMS IS RECORDED AS DOCUMENT NO. AND AT BOOK AND PAGE<br>NOS, AS FOLLO: |
|---|------------------------------------|---|
| Van No. 1                                     | 5/6/57                             | Document No. 32992 *Book J Page 468   |
| Van No. 2                                     | 5/6/57                             | Document No. 32993 *Book J Page 468   |
| Van No. 3                                     | 5/6/57                             | Document No. 32994 *Book J Page 468   |
| Van No. 4                                     | 5/6/57                             | Document No. 32995 *Book J Page 469   |
| Van No. 5                                     | 5/6/57                             | Document No. 33019 *Book J Page 475   |
| Van No. 6                                     | 7/9/57                             | Document No. 33246 *Book J Page 493   |

NAME OF UN- PATENTED LODE MINING CLAIM: DATE OF LOCATION CERTIFICATE LOCATION NOTICE OR CERTIFICATE FOR EACH OF SAID MINING CLAIMS IS RECORDED AS DOCUMENT NO. AND AT BOOK AND PAGE NOS: AS FOLLOW:

(CONTINUED)

|           |         |                    |         |          |
|-----------|---------|--------------------|---------|----------|
| Van No. 7 | 7/9/57  | Document No. 33247 | *Book J | Page 493 |
| Van No. 8 | 7/9/57  | Document No. 33248 | *Book J | Page 493 |
| Van No.12 | 7/24/57 | Document No. 33252 | *Book J | Page 494 |
| Van No.13 | 7/25/57 | Document No. 33253 | *Book J | Page 494 |

\*Each Book J, as hereinabove designated and used for above ten mining claims, refers to and identifies the Official Book for Recording Notices and/or Certificates of Location "For Outside District Mining Records" in the office of the County Recorder of Eureka County, Nevada. By aforesaid references to said book and page numbers, each of said ten location notices are made a part hereof as if copied verbatim herein.

Together with any and all right, title and interest of said First Parties in or to any and all veins, lodes or mineral deposits extending into or contained in said ten lode mining claims, together with the dips, spurs, angles, and variations thereof and in or to any and all rights-of-way, easements, water, water rights, waste and ore dumps, tenements, hereditaments, privileges, appropriations and appurtenances of every kind and nature belonging to First Parties and located at or in the vicinity as hereinafter defined in Paragraph V of said ten lode mining claims or either of them in any way appertaining to said lode mining claims or either of them.

The preceding references to each of said ten lode mining claims, and to the places where the respective location notice or certificate is recorded, expressly pertain and relate to the Official Records of Eureka County, Nevada, in the office of the County Recorder of said County of Eureka, Nevada, and aforesaid references pertain and relate to the Document Recording No. of each of said location notices or certificates, and the Book and Page Nos. where each of said locations or certificates is respectively recorded, and by references aforesaid each of said ten location notices or certificates is hereby made a part hereof as if each was duly copied verbatim herein.

First Parties hereby covenant and agree, for the considerations hereinabove designated and described, as follow, to wit:

1. That the total purchase price of and for the above described ten lode mining claims is Fifty Thousand Dollars (\$50,000.00), payable in installment payments without interest at times and in amounts as follow:

\$ 2,000.00 to be paid on or before October 15, 1966,  
 \$24,000.00 to be paid on or before October 15, 1967,  
 \$24,000.00 to be paid on or before October 15, 1968.

2. That all payments of every kind and description made by Second Party to First Parties hereunder shall apply as payments and credits upon said \$50,000.00 purchase price. First Parties represent that they have good and marketable title to each of said ten lode mining claims, free and clear of all liens and encumbrances, subject only to the paramount title of the United States of America, to the above described mining claims; they (First Parties) further

represent that they have staked and located said above described claims in a manner which meets all requirements for valid locations in the State of Nevada, that if there are any corrections to be made whether in the staking and posting on the ground or in the filing of amended locations that they will do so at their own expense.

3. That First Parties at any time on or before the 1st of October, 1967, upon demand of Second Party, and upon the payment into escrow of said \$24,000.00 due hereunder on or before October 15, 1967, will duly execute and deposit in escrow with said First National Bank of Nevada, Trust Department, Main Office, Reno, Nevada, a grant, bargain and sale deed conveying the above described ten lode mining claims to Second Party, or to the order of Second Party, free from any liens, encumbrances or prior transfers of title caused or permitted by any act or omission of First Parties, with instruction to said bank to deliver said deed to Second Party, or its order, successors, or assigns, when the payments made hereunder for and on account of the said purchase price shall aggregate and total the said sum of Fifty Thousand Dollars (\$50,000.00), including the first payment of \$2,000.00 herewith paid to First Parties upon execution hereof.
4. That if any payment herein specified to be made by Second Party to First Parties is not made within the time herein provided or within thirty (30) days thereafter, said bank shall upon written request of First Parties and after expiration of thirty (30) days after written notice of such written request is given to Second Party, return said deed to First Parties after expiration of thirty (30) days from date said notice is served upon Second Party unless Second Party pays said delinquent payment to said bank before expiration of said thirty (30) days after date of said notice.
5. That in consideration of the payments made by Second Party to First Parties, and of the covenants and agreements of Second Party herein contained, First Parties hereby grant and give unto Second Party the right to forthwith enter upon and in, and to take exclusive possession of, said mining claims and each of them, and while this Indenture remains in force and effect to carry on such exploration work and mining operations therein and thereon to such extent as to Second Party may seem desirable, and Second Party may mine, extract, concentrate, mill or otherwise treat any ore or minerals lying beneath or on the surface of said mining claims or any of them or stored below or upon the surface thereof and to ship and sell any ore, concentrates or other material extracted or produced

from said claims in the course of said mining or milling operations. Provided, however, and Second Party hereby agrees, that in consideration of the right given Second Party to so enter upon and work said mining claims, and to mine, produce and to sell the ore therefrom, Second Party will pay to First Parties, to be applied as credits upon the then next installment due on said \$50,000.00 purchase price then to become due hereunder, a royalty upon all ore mined, produced and sold by Second Party from said premises; said royalty to be calculated and payable as follows:

- (a) A royalty of \$0.20 (twenty cents) per dry ton on all ore milled, processed and sold by Second Party during any calendar month when the average assay value of said ore for said calendar month is determined to be less than 0.40%  $V_2O_5$  per 2,000 lb. ton; AND
- (b) A royalty of \$0.30 (thirty cents) per dry ton on all ore milled, processed and sold by Second Party during any calendar month when the average assay value of said ore for said calendar month is determined to be from 0.40%  $V_2O_5$  up to 0.50%  $V_2O_5$ ; AND
- (c) A royalty of \$0.40 (forty cents) per dry ton on all ore milled, processed and sold by Second Party during any calendar month when the average assay value of said ore for said calendar month is determined to be 0.50%  $V_2O_5$ , or more.

6. That if at any time hereafter during the term of this agreement any mineral, metal and/or ore, other than  $V_2O_5$  mineral,  $V_2O_5$  metal and  $V_2O_5$  ore, is mined, produced and sold by Second Party from said premises, then Second Party shall pay to First Parties a royalty or royalties equal to the following amounts, to wit:

A royalty of five percentum (5%) upon the net mill or smelter returns received by Second Party if the amount received by Second Party averages less than \$20.00 per ton; AND

A royalty of ten percentum (10%) upon the net mill or smelter returns received by Second Party if the amount received by Second Party averages \$20.00 or more per ton; AND

Net mill or smelter returns are hereby defined to be the net amount received by Second Party from sale of all ores, minerals and metals, excepting  $V_2O_5$  ore,  $V_2O_5$  metals and  $V_2O_5$  minerals,

remaining after deducting all assaying, sampling and treatment charges, and after deducting all trucking and railroad charges assessed against each shipment. Said royalty to be paid to First Parties on or before the 20th of the month following the month during which settlement is received by Second Party.

7. That all royalty payments due to First Parties hereunder shall be made to First Parties by payment by Second Party to said First National Bank of Nevada, Reno, Nevada, the escrow agent hereunder, for the account of First Parties for and covering all ores mined, milled, processed and concentrated during each calendar month; said royalty payments to be made on or before the 20th day of the month following the month during which said concentrates were produced and sold or stored. In the event the total of any such royalty payments, during any 12 months preceding the date of any installment payment due hereunder upon said \$50,000.00 purchase price, shall exceed the amount of said installment payment, the excess from said royalty payments shall be applied upon the then last installment or installments then to become due hereunder upon said \$50,000.00 purchase price. No royalty will be due to First Parties hereunder after the total sum of \$50,000.00 has been received by First Parties from all payments received by First Parties hereunder.
8. That a royalty shall be paid hereunder to First Parties on and for all ore mined, sold and shipped by or for Second Party from any mining property located within 1,000 feet of the exterior boundary line of any of said ten lode mining claims, and said royalty shall apply, and shall be credited as a payment, upon the said \$50,000.00 purchase price EXCEPT it is expressly agreed and understood that Second Party is not, and shall never be, obligated hereunder to pay a royalty of any kind to First Parties upon any ore mined, produced, or sold which originated on, or was mined from, any of the Gibellini group of 60 or more lode mining claims which might be held under lease or option in whole or in part by Chessher & Co., and/or by Siskon Corporation, under a lease or option agreement to be recorded in the office of the County Recorder of Eureka County, Nevada; said Gibellini group of 60 or more mining claims is located in T15 and 16N, R52E, MDB&M, Eureka County, Nevada.

IT IS EXPRESSLY UNDERSTOOD AND AGREED:

- (a) That during each annual assessment year in which this agreement remains in force for the first nine (9) months thereof, Second Party shall at

his own cost do and perform upon or for the benefit of said ten unpatented lode mining claims any annual labor and improvements required by the laws of the United States and the State of Nevada, necessary to hold, keep and maintain such unpatented lode mining claims in good standing as unpatented lode mining claims.

- (b) That all work or mining operations carried on by Second Party shall be conducted in a good and miner-like fashion; that Second Party will comply with all laws of the State of Nevada relative to workmen's compensation insurance or the conduct of such operations; that Second Party will promptly pay all wages of his employees and all bills for supplies, material and equipment purchased by or for Second Party, and that Second Party will not permit any liens or encumbrances to be made upon said mining claims by reason of any act or default on his part.
- (c) That Second Party shall maintain and keep posted on said property continuously during the term of this agreement such notice of nonresponsibility as First Parties may prepare for work, labor, materials or supplies or any of them, and immediately after such posting Second Party shall cause an affidavit of such posting when furnished to him by First Parties to be recorded as required by law to make the same effective.
- (d) Second Party agrees to indemnify and save First Parties harmless against any and all claims for taxes assessed against the above described property including bullion taxes during the period while Second Party is in possession thereof or arising by reason of Second Party's operations thereon or therein during the period while this Indenture is in force and effect or by reason of any default on the part of Second Party in failing to comply with any State or Federal law relative to work or operations carried on by Second Party in or upon said property, including Workmen's Compensation and Social Security laws, or existing by reason of any tort or other wrongful act committed by Second Party in the course of his operations in or upon said property.
- (e) That Second Party shall keep open and accessible all underground workings used by Second Party for mining, development or exploration purposes during the term of this agreement.

IT IS MUTUALLY UNDERSTOOD AND AGREED:

- I. That subject to the limitations and provisions of the next succeeding

Paragraph No. II, Second Party may at any time hereafter, by payment to First Parties of a consideration of Ten Dollars, terminate and cancel this "Lease and Option To Purchase" agreement and be freed from any and every obligation and liability hereunder or in any manner arising out of any term, covenant or condition hereof, excepting and subject to only the obligations of Second Party to make the royalty payments on account of ore or concentrates theretofore shipped by or for Second Party to mill, smelter or other reduction works, the obligation of Second Party to keep said property free of any lien or encumbrance occasioned by an act or default of Second Party and the obligation of Second Party to indemnify First Parties as hereinabove expressly provided. In the event Second Party elects so to terminate and cancel this agreement, Second Party shall deliver and give to First Parties said Ten Dollar consideration and written notice thereof by letter signed by or in behalf of Second Party, accompanied by a quitclaim deed to be executed by Second Party in favor of First Parties, embracing said ten lode mining claims, and said letter and quitclaim deed are to be delivered personally to one of First Parties or deposited in the United States mail in a sealed envelope with postage prepaid and addressed to each of First Parties.

- II. That it is expressly agreed that Second Party has acquired a "Lease and Option To Purchase" agreement, dated October 15, 1966, from Lester A. Bisoni et ux, Maynard E. Bisoni and Richard W. McKay et ux, known therein as First Parties, and in said agreement Chessher & Co., a Nevada corporation, is the Second Party, and said agreement embraces a group of ten unpatented lode mining claims named and located as the Jeanette, Jeanette Nos. 1, 2 and 3 lode mining claims; Nan Nos. 1, 2, 3, 4 and 5 lode mining claims, and Kitty No. 4 lode mining claim, all in one contiguous group of claims, and said group of ten lode mining claims are situated in T14N, R52E, MDD&M, Nye County, Nevada, and it is expressly agreed and provided that if Chessher & Co. is the record owner of this agreement at the time this agreement is cancelled, terminated, surrendered or made null and void, such action shall likewise and simultaneously be extended to, and it shall embrace and include, the aforesaid agreement, dated October 15, 1966, of which Lester A. Bisoni et ux, Maynard E. Bisoni and Richard W. McKay et ux, are the First Parties, and aforesaid agreement contains an option price of \$100,000.00 and the cancellation and termination of this

agreement by Second Party automatically will terminate and cancel aforesaid agreement. It is expressly agreed and reserved that if Chessher & Co. is not the owner of record of both agreements at the time of aforesaid cancellation, surrender and null and void action, then this Paragraph II, shall not apply or be operative or effective.

- III. That in the event this agreement is terminated either by Second Party while exercising his right so to do or by forfeiture by First Parties on account of any default on the part of Second Party, Second Party may remove any of his buildings, tools, machinery, equipment, supplies and personal property placed by Second Party upon the above described ten lode mining claims, or any of them, such removal to be at the cost of Second Party and to be completed within six months following his surrender of possession of said mining claims, except that all mine timbers shall be left in place.
- IV. That First Parties, or their agents authorized in writing, shall, at their own risk, have the right, at all reasonable times, to enter into and upon said premises or workings therein for the purpose of examining and inspecting the same and ascertaining whether the terms and conditions of this agreement are being carried out and performed by Second Party; and First Parties, or their agents so authorized, shall at all reasonable time have access to the records of production from said premises and such records as will show compliance on the part of Second Party with the provisions of this agreement.
- V. That First Parties agree that all mining claims now owned, or hereafter located or acquired, by First Parties which are situated within one mile of the exterior boundary line of any of said ten lode mining claims, shall be included herein and automatically shall become a part of said group of ten lode mining claims hereby made the subject of this agreement.
- VI. That First Parties agree they will sign an Owners Consent of lien with the United States of America, in the event that the Government approves and grants an exploration loan providing First Parties approve and accept in writing the terms and conditions of said Government loan; it being further understood that this type of lien is the only type of lien which can be left against the ground.
- VII. That in event this agreement is cancelled, terminated or surrendered, Second Party will return and deliver to First Parties copies of all maps,



assay maps, drill logs, soil sample data, aerial photos and spectro-graphic analyses which Second Party may have had prepared for its files and records, and which pertain and relate to said ten lode mining claims or to any ore or mineral mined therefrom.

VIII. That if Second Party surrenders, cancels or terminates this agreement within ninety (90) days prior to end of the year for which annual assessment work is due in accordance with the laws of the United States of America and State of Nevada, then Second Party shall be obligated and bound to perform said annual assessment work for said ten lode mining claims, however, if Second Party surrenders, cancels or terminates this agreement prior to ninety (90) days before the end of the annual assessment year, Second Party shall not be bound or obligated to perform said annual assessment work.

IX. That Second Party will maintain all posts, monuments and mining claims in as good order as they are at the time this agreement is executed.

X. That Second Party agrees to furnish the First Parties with copies of all drilling logs and assays which Second Party obtains from these claims while this agreement is in force.

XI. Time is of the essence of this agreement and in the event Second Party fails to make any payment of money due hereunder to First Parties at the time and in the manner herein provided, and if such default continues for a period of thirty (30) days after the date written notice is served by First Parties upon Second Party stating said payment has become due and is unpaid, all of the rights of Second Party hereunder except its right to remove its property from said ten lode mining claims, as hereinabove provided, shall terminate and become forfeited and all money theretofore paid to First Parties shall be by them kept and retained as liquidated damages for any and every breach hereof by Second Party.

IN WITNESS WHEREOF, the First Parties hereto have hereunto set their hands and seals, and Second Party has affixed its corporate name by its President, duly authorized so to do, as of the day and year first hereinabove written.

Geneve G. Bisoni  
 (Geneve G. Bisoni)

Lester A. Bisoni  
 (Lester A. Bisoni)

Maynard E. Bisoni  
 (Maynard E. Bisoni)

PARTIES OF THE FIRST PART  
 (FIRST PARTIES)

CHESSHER & CO., (a Nevada corporation)




*[Signature]*  
\_\_\_\_\_  
(H. B. Chessher, Sr.) President

PARTY OF THE SECOND PART  
(SECOND PARTY)

STATE OF NEVADA )  
                          ) ss.  
County of Clark )

On this 17 day of October, A. D. one thousand nine hundred and sixty-six (1966) personally appeared before me, a Notary Public in and for said County of Clark, LESTER A. BISONI and GENEVE G. BISONI, known (or proved) to me to be the persons described in and who executed the annexed 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 Clark, State of Nevada, the day and year in this Certificate first above written.

*[Signature]*  
\_\_\_\_\_  
Notary Public in and for the County of  
Clark, State of Nevada.  
My commission expires W. WILLIAMS  
  
NOTARY PUBLIC - STATE OF NEVADA  
COUNTY OF CLARK  
My Commission Expires Nov. 2, 1968

STATE OF NEVADA )  
                          ) ss.  
County of Eureka )

On this 24 day of October, A. D. one thousand nine hundred and sixty-six (1966) personally appeared before me, a Notary Public in and for said County of Eureka, MAYNARD E. BISONI, known (or proved) to me to be the person described in and who executed the annexed instrument, who acknowledged to me that he 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 Eureka, State of Nevada, the day and year in this Certificate first above written.

  
WILLIS A. DePAOLI  
Notary Public - State of Nevada  
Eureka County, Nevada  
My commission expires Oct. 14, 1969

*[Signature]*  
\_\_\_\_\_  
Notary Public in and for the County of  
Eureka, State of Nevada.  
My commission expires 10-14-69

STATE OF NEVADA )  
                          ) ss.  
County of Washoe )

On this 14th day of October A. D. one thousand nine hundred and sixty-six (1966), personally appeared before me Anne L. Chadek, a Notary Public in and for said County of Washoe, H. B. CHESSHER, known to me to be the President of the corporation that executed the foregoing instrument, and upon oath, did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument 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, State of Nevada, the day and year in this certificate first above written.

  
ANNE L. CHADEK  
Notary Public -- State of Nevada  
Washoe County  
My Commission Expires Dec. 8, 1966

*[Signature]*  
\_\_\_\_\_  
Anne L. Chadek, Notary Public

OPTION AGREEMENT

Las Vegas, Nevada, August 15, 1966

RECEIVED by the undersigned, hereinafter known as SELLER, whether one or more persons, and/or corporations, from Chessher & Co., a Nevada corporation, hereinafter known as BUYER, whether one or more persons, and/or corporations, the sum of One Hundred and 00/100 dollars (\$100.00) as the first and partial payment for purchase of the following described V205 mining property situated in T15N, R52E, MDB&M, County (Counties) of Eureka, State of Nevada described as follows, to wit:

A group of ten lode mining claims named and located as Van Nos. 1, 2, 3, 4, 5, 6, 7, 8, 12 and 13 lode mining claims, as described and made the subject in that certain Lease and Option to Purchase agreement, dated November 22, 1961, which agreement is recorded in Liber H, of Miscellaneous, Page 225, Records of Eureka County, Nevada.

THE UNDERSIGNED SELLER, for and in consideration of One Dollar (\$1.00) and for other good and valuable considerations, heretofore received by SELLER from BUYER, does hereby agree to grant, bargain and sell the hereinabove described property to BUYER for the purchase price sum of Fifty Thousand and 00/100 dollars (\$50,000.00), payable in amounts and at times as follow:

- \$ 100.00 to be paid on or before September 15, 1966, (2nd mo. option pymt.)
- \$ 2,000.00 to be paid on or before October 15, 1966,
- \$24,000.00 to be paid on or before October 15, 1967,
- \$24,000.00 to be paid on or before October 15, 1968.

TITLE to said V205 mining property must be good and merchantable when the undersigned SELLER delivers hereunder said title to BUYER. A good and sufficient mining deed shall be executed and issued to the order of BUYER by the record owner or owners of said property and said deed shall be escrowed in a bank and it must be delivered by the undersigned SELLER ~~to BUYER~~ in favor of BUYER in the First National Bank of Nevada at Reno, Nevada, on or before October 15, 1966, together with signed escrow instructions and Seller shall execute said deed evidencing and assuring that good and merchantable title, free and clear of liens and encumbrances, is vested in Seller (excluding the paramount title owned by USA) to said V205 mining (ten lode mining claims) property, PROVIDED that the said sum of \$2,000.00, as is due hereunder, is paid to the undersigned SELLER by or for BUYER on or before October 15, 1966, and if said sum of \$2,000.00 is not paid to the undersigned SELLER by or for BUYER on or before October 15, 1966, then this agreement automatically shall be cancelled and terminated and it shall be null and void and it shall be of no effect and in such event all previous payments paid hereunder to the undersigned SELLER shall be retained by the undersigned SELLER as liquidated damages or rentals.

Royalty shall be 10% of net smelter or mint returns, and all royalty payments shall apply on payment next due hereunder.

At time said \$2,000.00 is paid hereunder on or before October 15, 1966, BUYER shall have prepared an agreement somewhat similar to the agreement executed and entered into by Seller, dated November 22, 1961, recorded in Liber H of Miscellaneous, page 225, Records of Eureka County, Nevada, and said newly prepared agreement shall be written to conform to, and to coincide with the terms and conditions of this agreement. SELLER, the undersigned, shall perform and do the annual assessment work for the year to end September 1, 1966, for said ten lode mining claims.

EXECUTED by the undersigned SELLER as of the date first above written.

File No. **43696**  
 RECORDED AT THE REQUEST OF  
 H. B. Chessher  
 January 13, A. D. 1967  
 45 minutes past 10 A. M.  
 in Book 15 of OFFICIAL RECORDS  
 Page 428-438 Records of  
 EUREKA COUNTY, NEVADA  
*W. W. Cook*  
 Recorder

*Lester A. Bionni*  
 (Lester A. Bionni)  
*Maynard E. Bionni*  
 (Maynard E. Bionni)  
 (SELLER)

Fee \$ 10.65