OPTION & LEASE

THIS AGREEMEN made and entered into this 1st day of September, 1966 by and between Stanley Fine, Ronald Hicks and Peter Kelly, Eureka, Nevada, parties of the first part, hereafter referred to as Lessors; and Harry Stroud of Reno, Nevada, party of the second part, hereafter referred to as Lessee.

--WITNESSETH--

WHEREAS, Stanley Fine, Ronald Hicks and Peter Kelley

WHEREAS, Harry Stroud, Lesses, on the <u>Istday</u> of September, 1966 has entered into a written agreement with the lessors, Stanley Fine, Ronald Hicks and Peter Kelley on the above described properties;

AGREEMENTS, heretofore agreed upon by all parties concerned, that the Lessors, for a consideration of \$1,000 do asign to the Lessee, Harry Stroud, a 90 day option on the above mentioned properties.

AGREEMENT, the Lessors, further agree, that for a consideration of \$5,000.00, paid by the Lessee, on or before the expiration of the above option, the Lessee will be given a 5-year lease with option of # 5-year extentions, Said lease agreement shall also include the right for the Lessee, Harry Stroud or his assigns, to purchase said properties for a total purchase price of \$150,000.00, with all monies paid to that date by the Lesses to apply toward the purchase price.

AGREEMENT, the Lessee shall pay to the Lessor the sum of \$500.00 monthly or a royalty of .50¢ per ton of ore processed monthly, whichever is the greatest amount. Such monthly payment shall continue each month until such monies received by the lessor equals an amount equal to the purchase price mentioned above. Said payment of \$500.00 per month or .50¢ per ton royality monthly shall become effective 30 days after the lease purchase option agreement is exercised.

THE LESSORS- or parties of the first part, agree to

the following items:
#I. To provide clear unincumbered titles to all
mining properties herein referred to.

To guarentee to lessee, all rights of ingress and egress to said mentioned mining properties, for sampling, excavating, evaluation, mining and processing, or shipping-and erection of housing and other buildings necessary in carrying on a full scale mining operation; This agreement also includes installment of a mill and access buildings.

- To extend the 90 day option an additional 30 days in event work is delayed by enclement winter weather, or other acts of nature, which might prevent a normal mining operation.
- #4. To permit lessee to mine, remove and ship ores from said mentioned mining properties during the 90 day option period albowed for exploration and evaluation.

THE LESSEE- agrees to the following items: #I. Said mining properties to be activated by two

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or more workers within 30 days after signing of these agreements, extra time to be allowed in case of enclement weather.

#2. Unless actions or situations beyond control of the lessee, such as acts of God, strikes, or war restrictions, a minimum of 240 days per year shall be spent on development work and mining of ores, as well as other necessary developments, such as housing and storage facilities.

#3. To hold the lessors free of any and all liabilities or encumbrences incurred by the lessee.

#4. To provide adequate insurance, covering all workers drawing a wage from lesses, or party of the second part.

#5. To provide lessors with a copy of assays Smelter receipts and mill returns for so long a period of time as the lessors have an interest in said mining property.

#6. To utilize all normal & adequate safety precautions for the protection of life & property during entire period of operation.

#7. To allow lessors normal and reasonable rights of inspection during normal working hours to determine lessees compliance with terms of this agreement.

Any change in terms or conditions of this agreement, shall have to be approved and agreed to in writing and instituted as a part of this agreement, by all parties conserned in these agreements.

It is also mutually understood and agreed that this agreement is to be binding and to endure for so long as the lesses or party of the second part, his agents, administrators, heirs or assigns shall operate said property under the above contract or agreements, or any renewal or extention thereof.

WITNESS our hands this 14th day of November, 1966.

Tillian M. Teutzugerressor

Stanley Fine

LILLIAN M. LEUTZINGER

Notary Public — State of Notade

Eureka County
My Commission Expires April 10, 1967

Ronald Hicks

Lessor

Lessor

Peter Kelley

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Harry Strond

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