

PURCHASE OPTION

This Purchase Option made and entered into as of the 8th day of June, 1967, by and between BESSIE L. HADRABA, acting in her own behalf and as Executrix and an heir of the Estate of George M. Hadraba, deceased, and NAOMI H. JANES and VIRGINIA H. FICEK, sole children and heirs of George M. Hadraba, deceased (herein called First Parties); and EAST UTAH MINING COMPANY, a corporation (herein called Second Party).

WITNESSETH:

WHEREAS, in 1963 George M. Hadraba and Bessie Hadraba located certain lode mining claims situated in the Lynn Mining District of Eureka County, Nevada, known as the Chicago Nos. 1 through 9 lode mining claims (recorded in Book 4, Pages 398 to 406; Book 6, Pages 83 to 91, Eureka County Recorder's Office), referred to herein as "Subject Property", and have remained the sole owners thereof to date, subject only to that certain Mining Lease dated September 1, 1964, (recorded in Book 11, Page 488, Eureka County Recorder's Office); and

WHEREAS, all rights under said Mining Lease are now owned by East Utah Mining Company and said Mining Lease is acknowledged to be in full force and effect currently in good standing; and

WHEREAS, on June 8, 1967, First Parties hereto granted to Arthur Blake Thomas of Salt Lake City, Utah, a Purchase Option relating to the Subject Property, all rights to which said Arthur Blake Thomas has assigned to East Utah Mining Company; and

WHEREAS, the parties hereto desire to enter into a substitute Purchase Option directly between First Parties and Second Party hereto according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of value received by First Parties, the receipt and sufficiency of which is hereby acknowledged, First Parties grant to Second Party a sole and exclusive option to purchase said Subject Property for a total price of Five Thousand and no/100 Dollars (\$5,000.00) according to the following terms and conditions:

1. The Second Party to pay Thirty-Seven and 50/100 Dollars (\$37.50) on or before the 10th day of each month to Bessie Hadraba or such other single party as the First Parties hereto may designate in writing to Second Party, at the address and in the manner provided below until the entire purchase price of Five Thousand and no/100 Dollars (\$5,000.00) shall have been paid. Said monthly payments may be prepaid at any time and in any amounts, and all payments received shall apply toward the full purchase price specified above.

2. The term of this Purchase Option shall be for the period of time required to pay the full purchase price as specified herein, unless sooner terminated by Second Party as provided herein.

3. Upon receipt of the full purchase price of Five Thousand and no/100 Dollars (\$5,000.00) title to Subject Property shall immediately pass to Second Party and First Parties agree to deliver to Second Party a proper deed to the Subject Property. Upon demand of Second Party, First Parties agree to deposit in escrow a proper deed to Subject Property, to be delivered to Second Party upon full payment to First Parties of the purchase price of

Five Thousand and no/100 Dollars (\$5,000.00). The selection of an escrow agent and the terms of such escrow shall be made by Second Party, who shall bear all costs and fees connected therewith.

4. First Parties agree to cooperate to the fullest extent with Second Party in the event Second Party initiates a judicial proceeding in Nevada for an ancillary probate of the Estate of George M. Hadraba or such other proceedings relating to Subject Property as Second Party may deem desirable, provided only that Second Party shall bear all court costs and attorney's fees connected therewith.

5. It is expressly understood that this Purchase Option does not constitute a contract to purchase the Subject Property or to make the installment payments provided for herein, and that Second Party may at any time give written notice to First Parties and terminate this Purchase Option, in which event Second Party shall not be obligated to make any payments hereunder. In such event all payments received by First Parties shall be retained by them as full liquidated damages arising out of this transaction, without further obligations of any kind between the parties.

6. In the event First Parties do not receive any installment payment by the 10th of any month as provided herein, First Parties shall make written demand upon Second Party to make such payment, and if Second Party does not make such payment within Twenty (20) days following receipt of such demand, this Purchase Option and all rights thereunder shall immediately terminate.

7. For purposes of complying with this Purchase Option, all payments and notices provided to be delivered to any parties hereto shall be addressed to Mrs. Bessie Hadraba on behalf of all

First Parties at:

and to Second Party at: East Utah Mining Company
863 First Security Building
Salt Lake City, Utah

or such other single address as the respective parties may designate from time to time.

8. The provisions of this Purchase Option shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF this instrument is executed to be effective as of the date first above written.

FIRST PARTIES:

Mr. Clarence Simek
Witness

Bessie L. Hadraba
Bessie L. Hadraba, individually and
an heir and the Executrix of the
Estate of George M. Hadraba, deceased.

Metzel Mafinger
Shaulyn J. Howard
Witness

Naomi H. Jones
Naomi H. Jones

Mr. Clarence Simek
Witness

Virginia R. Ficek
Virginia R. Ficek

SECOND PARTY:

ATTEST: Mayme B. Black
R. B. Secretary

East Utah Mining Company
by David H. Clegg, President

(Corporate Seal)



STATE OF ILLINOIS)
) ss.
 County of Cook)

On the 20 day of July, 1967, personally appeared before me BESSIE L. HADRABA, acting in her own behalf and as Executrix and an heir of the Estate of George M. Hadraba, deceased, the signer of the within instrument, who duly acknowledged to me that she executed the same.

Margaret Kramp
 Notary Public.

Residing 1443 Homestead
La Grange, Ill.

SEAL My Commission expires
 Affixed 1-11-68

STATE OF OHIO)
) ss.
 County of CUYAHOGA)

On the 17th day of July, 1967, personally appeared before me NAOMI H. JANES, the signer of the within instrument, who duly acknowledged to me that she executed the same.

Stanley J. Lewandowski
 Notary Public
 My commission expires Oct. 19, 1970

My Commission expires

Residing CUYAHOGA County

STATE OF ILLINOIS)
) ss.
 County of)

On the 20 day of July, 1967, personally appeared before me VIRGINIA H. FICEK, the signer of the within instrument, who duly acknowledged to me that she executed the same.

Margaret Kramp
 Notary Public.

My Commission expires

Residing 1443 Homestead

SEAL
 Affixed

STATE OF UTAH)
) ss.
 County of Salt Lake)

On the 26th day of July, 1967, personally appeared before me DAVID H. CLEGG and Marjorie B. Black who being by me duly sworn did say, each for himself, that he, the said David H. Clegg, is the president, and she, the said Marjorie B. Black is the secretary of East Utah Mining Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said David H. Clegg and Marjorie B. Black each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Wm. S. Maynard
 Notary Public.

My Commission expires Sept. 8, 1967
My Commission Expires Sept. 8, 1967

Residing Salt Lake City, Utah

**SEAL
Affixed**

45014

File No. _____
 RECORDED AT THE REQUEST OF
East Utah Mining Company
August 7 A. D. 19 67
 at 05 minutes past 8 A. M.
 in Book 20 of OFFICIAL RECORDS
 Page 48-53 Records of
EUREKA COUNTY, NEVADA
William A. Morten
 Recorder Fee \$ 8.00