

AGREEMENT

THIS AGREEMENT made and entered into as of the 11th day of December, 1967, by and between STANLEY FINE of Eureka, Nevada, PETE KELLEY of Carson City, Nevada, and hereinafter collectively called for the purpose of this agreement "owners" and DAVID H. BISSETT of 3706 So. 198th Street, Seattle, Washington, hereinafter called "Bissett"

W I T N E S S E T H :

WHEREAS, the undersigned David H. Bissett, 3706 So. 198th Street, Seattle, Washington, hereinafter called Bissett, desires to examine and explore the group of mining claims listed by Exhibit A attached hereto, commonly known as the September Morn property, approximately 23 miles north-northwest of Eureka, Nevada, and to obtain these claims by lease and option agreement as hereinafter set forth if exploration results warrant same, and

WHEREAS, the undersigned Stanley Fine, of Eureka, Nevada, and Pete Kelley, of Carson City, Nevada, are the owners of the group of mining claims listed by Exhibit A attached hereto, commonly known as the September Morn property, approximately 23 miles north-northwest of Eureka, Nevada, and these said owners desire that these claims be investigated and explored by Bissett, and thereafter developed and mined if circumstances warrant same, and

WHEREAS, Stanley Fine and Pete Kelley, hereinafter called the owners, are willing to grant Bissett a six months' period of investigation and exploration of the group of mining claims listed by Exhibit A attached hereto, hereinafter referred to as the September Morn property, and the owners are further willing to grant Bissett a lease and option conforming to terms and conditions as set forth hereinafter, provided that Bissett requests such lease and option prior to expiration of the six months' period of investigation and exploration.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Bissett to owners, receipt whereof said owners do hereby acknowledge, and in consideration of the covenants and agreements of Bissett hereinafter set forth, and by the said owners to be kept and performed, the owners do grant to Bissett the exclusive right to examine and explore the September Morn property from this date forward to July 1, 1968, including the right to perform excavation, trenches, shafts, and drilling, together with mapping, sampling, and other investigations.

Further, if so requested by Bissett prior to July 1, 1968, owners will execute and deliver to Bissett a lease and option in the usual form for exploration and mining operations of a similar kind and nature, and conforming to the following terms and conditions:

1. Bissett will have the right to purchase the September Morn property for one hundred and fifty thousand dollars, payable as follows: \$500.00 prior to July 1, 1968, \$5,000.00 prior to January 1, 1969, \$5,000.00 prior to July 1, 1969, \$15,000.00 prior to July 1, 1970, \$25,000.00 prior to July 1, 1971, \$35,000.00 prior to July 1, 1972 and \$64,500.00 prior to July 1, 1973.

Each sum stated above will be additional to previous payments. Bissett's failure to make any of the payments required by the above schedule will result in termination of the lease and option agreement, without further penalty to Bissett.

2. A royalty of 5% of net smelter receipts will be paid the owners for all ores mined and shipped from the property. All such royalties will apply toward the purchase price.
3. Bissett will cause annual assessment work to be performed on the September Morn claims during the tenure of the lease and option agreement.
4. Bissett will furnish copies of all engineering, survey drilling and assay data available to him on the owners' request.
5. The lease and option agreement will be assignable, in whole or in part, provided that all terms and conditions of the lease and option agreement remain in force and binding on any and all assignees.
6. Owners agree to cooperate fully with Bissett to clear up any and all defects, if any, in the title to the September Morn property.

IN WITNESS WHEREOF the owners and Bissett have signed and duly executed this Agreement the day and year first above written.

Stanley Fine
STANLEY FINE

Pete Kelley
PETE KELLEY

David H. Bissett
DAVID H. BISSETT

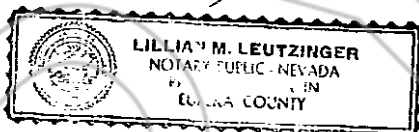
STATE OF NEVADA)
) ss.
COUNTY OF)

On this 23rd day of Dec., 1967, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared STANLEY FINE, personally known to me to be the person described in and who executed the foregoing instrument and 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 the day and year in this certificate first above written.

Lillian M. Leutzinger
NOTARY PUBLIC
My commission expires: _____

STATE OF NEVADA)
) ss.
COUNTY OF)



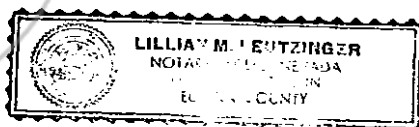
My Commission Expires April 30, 1971

On this 23rd day of Dec., 1967, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared PETE KELLEY, personally known to me to be the person described in and who executed the foregoing instrument and 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 the day and year in this certificate first above written.

Lillian M. Leutzinger
NOTARY PUBLIC
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)



My Commission Expires April 30, 1971

On this 6th day of December, 1967, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared DAVID H. BISSETT, personally known to me to be the person described in and who executed the foregoing instrument and 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 the day and year in this certificate first above written.

Buck E. Ramsey
NOTARY PUBLIC
My commission expires: April 4, 1970



RECORDED AT THE REQUEST OF Frank Foster
on Dec. 26, 1967, at 10 mins. past 11 A. M. in
Book 21 of OFFICIAL RECORDS, page 463-465 RECORDS OF
EUREKA COUNTY, NEVADA Lillian M. Leutzinger Recorder.
File No. 45785 Fee \$ 5.00

EXHIBIT "A"

UNPATENTED MINING CLAIMS

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<u>Claims</u>	<u>Date Located</u>	<u>Records of Eureka County, Nevada</u>	
		<u>Book</u>	<u>Page</u>
September Morn	Nov. 7, 1939	I	160
September Morn 1 & 2	Nov. 7, 1939	I	161
September Morn 3 - 6	May 6, 1941	I	223-225
September Morn 7 - 11	Apr. 10, 1958	K	70-72

All of the above claims were located in the Mt. Hope Mining District by Stanley Fine and R. C. Kelley, Eureka, Nevada

RECORDED AT THE REQUEST OF David H. Bissett
 on Jan. 31, 1968, at 31 mins. past 2 P. M. in
 Book 22 of OFFICIAL RECORDS, page 151-154. RECORDS OF
 EUREKA COUNTY, NEVADA. Julius A. Holt Recorder.
 File No. 45954 Fee \$6.00