

AGREEMENT

1 THIS AGREEMENT made and entered into as of the 1st day of February, 1968
2 by and between STANLEY FINE and FRANK G. FOSTER of Eureka, Nevada, and
3 hereinafter collectively called for the purpose of this agreement "owners"
4 and DAVID H. BISSETT of 3706 So. 198th Street, Seattle, Washington,
5 hereinafter called "Bissett".

6 W I T N E S S E T H:

7 WHEREAS, the undersigned David H. Bissett, hereinafter called Bissett,
8 desires to examine and explore the group of mining claims listed by
9 Exhibit "A", attached hereto, commonly known as the Whip Poor Will
10 property, approximately 7 miles southwest of Eureka, Nevada, and to
11 obtain these claims by lease and option agreement as hereinafter set
12 forth if exploration results warrant same, and

13 WHEREAS, the undersigned Stanley Fine and Frank G. Foster of Eureka,
14 Nevada are the owners of the group of mining claims listed by Exhibit "A"
15 attached hereto, commonly known as the Whip Poor Will property, approx.
16 7 miles southwest of Eureka, Nevada, and these said owners desire that
17 these claims be investigated and explored by Bissett, and thereafter
18 developed and mined in circumstances warrant same, and

19 WHEREAS, the owners are willing to grant Bissett a six months' period of
20 investigation and exploration of the group of mining claims listed by
21 Exhibit "A" attached hereto, hereinafter referred to as the Whip Poor Will
22 property, and the owners are further willing to grant Bissett a lease and
23 option conforming to terms and conditions as set forth hereinafter,
24 provided that Bissett requests such lease and option prior to expiration
25 of the six months' period of investigation and exploration.

26 NOW, THEREFOR, in consideration of the sum of Ten Dollars (\$10.00) in
27 hand paid by Bissett to owners, receipt whereof said owners do hereby
28 acknowledge, and in consideration of the covenants and agreements of
29 Bissett hereinafter set forth, and by the said owners to be kept and
30 performed, the owners do grant to Bissett the exclusive right to examine
31 and explore the Whip Poor Will property from this date forward to August 1,
32 1968, including the right to perform excavation, trenches, shafts, and
drilling, together with mapping, sampling, and other investigations.

Further, Bissett agrees to retain the services of Frank G. Foster as
set forth in separate agreement.

Further, if so requested by Bissett prior to August 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 expend the sum of \$5,000.00 toward the exploration and
development of the Whip Poor Will property prior to December 31, 1968.
Sums expended under this present agreement will accrue toward this required
exploration and development expenditure.

2. Bissett will have the right to purchase the Whip Poor Will property for
two hundred thousand dollars, payable as follows: \$500.00 prior to August 1,
1968, \$500.00 per month commencing January 1, 1969, \$5,000.00 prior to
December 31, 1969, \$10,000.00 prior to December 31 1970, \$25,000.00 prior
to December 31, 1971, \$50,000.00 prior to December 31, 1972, and the
balance prior to December 31, 1973. Each sum stated above will be additional
to previous payments.

3. Bissett will cause annual assessment work to be performed on the Whip
Poor Will property during the tenure of the lease and option agreement.

Page 2, Agreement between Stanley Fine, Frank G. Foster, and David H. Bissett, dated February 1, 1968, relative to the Whip Poor Will property.

- 1 4. Bissett will not be obliged to perform the conditions or make the
- 2 payments as set forth in paragraphs 1, 2, and 3 above, but if he fails
- 3 to do so he will be in default of the agreement. If within 60 days
- 4 written notice from the owners Bissett fails to remedy the default
- 5 stipulated by the owners in said notice, the lease and option agreement
- 6 will be null and void, provided that the default stipulated by the owners
- 7 is a real and actual default. In the event this agreement is terminated
- 8 by default or for any reason, Bissett will immediately file a quitclaim
- 9 deed in favor of Stanley Fine and Frank G. Foster for all properties
- 10 listed as exhibit "A" hereto and any and all additional claims staked
- 11 adjacent to and as an expansion of this property.
- 12
- 13 5. Bissett will furnish copies of all engineering, survey, drilling, and
- 14 assay data available to him on the owners' request.
- 15
- 16 6. The lease and option agreement will be assignable, in whole or in part,
- 17 provided that all terms of the lease and option agreement remain in force
- 18 and binding on any and all assignees.
- 19
- 20 7. Bissett may mine and ship ores from the Whip Poor Will property. He
- 21 will pay a royalty of 5% of net smelter returns on ore with a recoverable
- 22 value of \$15.00 per ton or less, and a royalty of 7 1/2% of net smelter returns
- 23 on ore with a recoverable value of more than \$15.00 per ton. All such
- royalties will apply toward the purchase price and when the full purchase
- price has been paid royalties will cease.
- 8. Owners agree to cooperate fully with Bissett to clear up any and all
- defects, if any, in their title to the Whip Poor Will property.

This present agreement will be assignable, in whole or in part, provided that all its terms and conditions remain in force and binding on any and all assignees.

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
Frank Foster
 FRANK G. FOSTER
David H. Bissett
 DAVID H. BISSETT

LILLIAN M. LEUTZINGER
 NOTARY PUBLIC - NEVADA
 PRINCIPAL OFFICE IN
 EUREKA COUNTY

My Commission Expires April 30, 1971

STATE OF NEVADA, } ss.
County of Eureka }

ON the 29th day of Feb. 1968,
 personally appeared before me, a Notary Public in and for said
 County and State, Stanley Fine - Frank Foster & David H. Bissett
 known to me to be the person described herein and who executed
 the foregoing instrument, who acknowledged to me that he executed
 the same freely and voluntarily, and for the uses and purposes therein
 mentioned.

(Seal)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last hereinabove written.

LILLIAN M. LEUTZINGER
 NOTARY PUBLIC - NEVADA
 PRINCIPAL OFFICE IN
 EUREKA COUNTY

Lillian M. Leutzinger
 Notary Public

My Commission Expires April 30, 1971

EXHIBIT "A"

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LOCATION NAME

Book and Page, mining records of Eureka County, Nevada

Whip Poor Will
Whip Poor Will #1 to #4

Book 19 Page 253
Book 19 Page 254 - 262

RECORDED AT THE REQUEST OF Frank Foster
March 1, 1968, at 55 mins. past 3 P. M. in
Book 22 of OFFICIAL RECORDS, page 549-551, RECORDS OF
EUREKA COUNTY, NEVADA. J. H. A. [Signature] Recorder.
 File No. 46230 Fee \$ 5.00

