

ASSIGNMENT

Whereas: Under date of July 5, 1967 Hal T. Hall and Mildred Hancock, as Lessors, did enter into a contract titled Lease and Purchase Option with Arthur Blake Thomas as Lessee, copy of said lease being attached hereto and made a part hereof and:

Whereas : Under date of June 9th, 1968 Arthur Blake Thomas did offer to assign this lease to the Silver Age Mining Company of Nevada for considerations mentioned in the minutes of a meeting of the Board of Directors of Silver Age Mining Company held on June 9, 1968 . and,

Whereas: The considerations specified above have been paid by the Silver Age Mining Company to Arthur Blake Thomas and the receipt thereof being hereby acknowledged:

Now Then : For and in consideration of One Dollar in hand paid and other valuable considerations, the receipt of which are hereby acknowledged, Arthur Blake Thomas does hereby assign, convey and set over to Silver Age Mining Company all of his right, title and interest in the attached contract with Hal T. Hall and Mildred Hancock and including in said assignment all interest he might have in the property as thereby covered:

In Witness Whereof : This assignment is executed this 10th day of
June 1968.

Witness:

Anthony Blunt
Sidney K. Spencer

State of Utah)
County of Salt Lake) ss

On this 15th day of June 1968 personally appeared before me a notary public in and for the aforesaid State and County, Arthur Blake Thomas, known to me, who did affirm that the signature to the above document is his freely and voluntarily made for the uses and purposes therein mentioned.

My commission expires Nov. 15, 1971

Notary Public



LEASE AND PURCHASE OPTION

THIS LEASE AND PURCHASE OPTION, made and entered into this 5th day of July, 1967, by and between HAL T. HALL and MILDRED HANCOCK, hereafter designated as Lessors and ARTHUR BLAKE THOMAS, hereafter designated as Lessee:

W I T N E S S E T H

That the said Lessors, for and in consideration of the sum of \$100.00 (one hundred dollars) advanced royalty for the period from July 15th, 1967 to Aug. 15th, 1967 receipt of which is hereby acknowledged, and of the royalties, covenants and agreements hereinafter reserved, have granted, demised and let to the said Lessee all of their one third (33 1/3%) undivided interest unto the following described property and mining claims situated and lying in the Lynn Mining District in Eureka County of Nevada, to wit:

Gold Strike Numbers 1 through 36 inclusive, and:

Gold Bug Numbers 1 through 27 inclusive,

which mining claims are more particularly described under the Certificates of Location recorded at the office of the County Recorder of Eureka County, Eureka, Nevada, in February of 1963 in Book M of Outside Mining on pages 345 through pages 397:

TO HAVE AND TO HOLD unto the said Lessee for a period of time as may be necessary to pay the purchase price in the manner hereinafter provided for, unless sooner forfeited or terminated as hereinafter provided:

AND IN CONSIDERATION of said demise, the said Lessee does covenant and agree with the Lessors as follows:

1. To pay to said Lessors, at a place of business to be designated by Lessors, royalties and rentals, as hereinafter specified, during the term of this agreement, until the sum of \$100,000.00 shall have been paid:
2. To take possession of said mining claims and perform the

1 annual assessment work required by law on the unpatented mining
2 claims described herein, and to do any and all things which may be
3 reasonably necessary or proper to preserve and protect the right,
4 title and interest of Lessors in and to said property and claims:

5 3. To keep proper books of account showing the amounts of
6 gold, minerals or metals produced and sold from said mining property
7 and to deliver duplicate reports and statements of said sales to
8 Lessors at their place of business within reasonable time after
9 consummation of sale:

10 4. Lessee agrees to take out and keep in force during the
11 term hereof, at Lessee's expense, public liability insurance in
12 companies and through brokers approved by Lessors, to protect
13 against any liability to the public incident to the use of or
14 resulting from any event occurring in or about said premises, the
15 liability under such insurance to be not less than \$100,000 on
16 account of injury to one person, or \$300,000 on account of any one
17 occurrence, and \$50,000 for property damage. The foregoing
18 liability policies shall insure the contingent liability of Lessors,
19 and evidence of the issuance of all of the policies referred to
20 herein shall be delivered to Lessors within ten (10) days after
21 execution of this lease in the form of a certificate, or certificates
22 of insurance directed to the Lessors, and Lessee shall obtain
23 written obligation on the part of the insurance carrier to notify
24 Lessors in writing ten (10) days prior to any cancellation thereof,
25 and Lessee agrees, if Lessee does not keep such insurance in full
26 force and effect, that Lessors may take out the necessary insurance
27 and pay the premium, and the repayment thereof shall be deemed to
28 be part of the rental and payable as such on the next day upon which
29 rent becomes due.

30 5. Lessee agrees that he will at all times during the term
31 of this lease keep the leased premises free and clear of any and all
32 liens and/or encumbrances and to hold Lessors harmless therefrom and

1 indemnify Lessors for any and all loss, damage or detriment incurred
2 suffered or sustained by Lessors as a proximate result of any such
3 liens and/or encumbrances:

4 6. It is agreed that Lessee has inspected the herein
5 demised premises and is leasing the same as a result of his own
6 knowledge thereof and not by reason of, or in reliance upon, any
7 acts, statements, warranties or promises made by Lessors, other than
8 those contained herein:

9 7. Lessee agrees that he will at all times during the term
10 of this lease comply with any and all laws, rules, orders and
11 regulations, whether federal, state or local, which are made by
12 duly constituted authorities and are applicable to the herein
13 demised premises, or to the business or activities of the Lessee
14 conducted thereon, or to Lessee or his agents, servants, repre-
15 sentatives and employees;

16 8. Lessee agrees to keep duly posted on the demised premises
17 while making any permitted alterations or improvements thereon or
18 thereto, a notice of Lessors' non-responsibility for the cost of
19 either labor or materials therefor, and Lessee agrees to hold
20 Lessors harmless from the cost and/or expense of any and all labor
21 or materials furnished for such alterations or improvements and to
22 indemnify Lessors for any loss, damage or detriment suffered by
23 them by reason thereof:

24 9. To keep all bills and accounts for labor performed and
25 supplies and materials furnished, in or for operations under this
26 lease, and all governmental tax items and withholding items, paid
27 or deposited in such manner as not to allow any claim or lien to be
28 effectually made or asserted against the Lessors or their property:

29 10. Lessors shall have the right by themselves, or through
30 their agents, servants and representatives, at any and all reason-
31 able times, to enter upon the demised premises:

32 11. Lessee shall keep and preserve reasonable records and

1 maps to reflect the progress and results of work undertaken, and
2 shall allow Lessors to inspect such records at reasonable times,
3 and, upon termination of this agreement, deliver duplicate copies of
4 such records to Lessors:

5 12. Said Lessee shall pay any and all taxes and assessments
6 levied against the herein demised premises and mining operations
7 conducted thereon during the term of this Lease:

8 13. All notices to be given to Lessee may be given in
9 writing personally or by depositing the same in the United States
10 Mail, postage prepaid, and addressed to Lessee at the said premises,
11 to wit: 39 Exchange Place, Salt Lake City, Utah, whether or not
12 Lessee has departed from, abandoned, or vacated the premises:

13 14. The waiver by Lessors of any breach of any term,
14 covenant, or condition herein contained shall not be deemed to be a
15 waiver of such term, covenant, or condition or any subsequent
16 breach of the same or any other term, covenant, or condition herein
17 contained. The subsequent acceptance of rent hereunder by Lessors
18 shall not be deemed to be a waiver of any preceding breach by Lessee
19 of any term, covenant, or condition of this lease, other than the
20 failure of Lessee to pay the particular rental so accepted, regard-
21 less of Lessors' knowledge of such preceding breach at the time of
22 acceptance of such rent:

23 15. In case suit shall be brought for an unlawful detainer
24 of the said premises, for the recovery of any rent due under the
25 provisions of this lease, or because of the breach of any other
26 covenant herein contained, on the part of Lessee to be kept or
27 performed, Lessee shall pay to Lessors reasonable attorneys' fees
28 which shall be fixed by the Court:

29 16. Time is of the essence of this Lease and Option and in
30 the performance of each and every term, covenant, provision and
31 condition herein contained:

32 17. In the event Lessee shall fail to make any payment of

royalty or rental or any other payment herein provided for, at the time and in the manner stipulated, or shall fail to keep or perform any of the conditions, covenants, or agreements herein contained, on his part to be kept and/or performed, said Lessors may give to said Lessee a notice in writing of such default, and if such default is not corrected within fifteen (15) days after the giving of such notice, this lease and option shall at the option of Lessors terminate and be of no force or effect whatsoever:

18. To pay to said Lessors, at a place of business to be designated in writing, the following rentals and/or royalties on all mineral products extracted and sold from the premises, during the life of this lease, until the sum of \$100,000.00 (One hundred thousand dollars) has been paid, to wit:

1 2/3% (One and two-thirds per cent) of the net proceeds of the sale of bullion, precipitate, concentrate, and ore, mined, produced and sold from the premises. Net proceeds are defined as the gross proceeds from the sale of ore, bullion, precipitate or concentrate, less smelter, mint or purchasing agency charges, transportation charges, sampling charges and other charges as are customarily assessed by the buyer of ores against the seller:

19. Lessee agrees to pay to the Lessors a rental of \$100.00 per month (One hundred dollars) which shall be applied on the purchase price. Rental payments shall be considered as advanced royalty payments and can be applied as a credit towards royalty payments which might thereafter be due. Any royalty payments in excess of \$100.00 monthly shall apply as a credit against future rental payments. Royalty payments from the sale of mineral products shall be made to the Lessors directly by the buyer of ores, bullion, precipitate or concentrate, where and when such arrangements are in accord with the buyer's established custom. Rental payments shall commence July 15th, 1967, and shall be payable on that date for the forthcoming month and shall be payable on the 15th day of each following month:

20. Upon demand of Lessee, said Lessors agree to execute a deed to their one third (33 1/3rd%) undivided interest in the above

described mining claims and to deposit said deed in a bank mutually acceptable to both Lessee and Lessors accompanied with escrow instructions providing for the delivery of said deed to Lessee, upon satisfactory proof of payment of \$100,000.00 in rental, royalty, or in any other manner, as the agreed option price of the above described property of the Lessors, and with further instructions to return said deed to the Lessors upon satisfactory evidence of failure of the Lessee to comply with the terms of this agreement. Cost of said escrow shall be borne equally by the Lessors and Lessee:

20. In the event that Lessee is declared bankrupt, this agreement shall immediately and automatically terminate and shall not be an asset in said bankrupt's estate nor shall any referee or trustee in bankruptcy have any claim, right, title or interest in this Lease and Option or in the herein demised premises:

21. All notices to be given to Lessors may be given in writing personally or by depositing the same in the United States Mail, postage prepaid, and addressed to Lessors, at the following addresses, to wit: Mr. Hal T. Hall, Post Office Box 151, Grass Valley, California and Mrs. Mildred Hancock, 2301 Lakeside Drive, Reno, Nevada:

22. Lessee shall have the right and option to terminate this agreement at any time upon thirty (30) days' prior written notice to the Lessors:

23. All covenants and conditions contained herein, expressly or impliedly, shall extend to the successors, heirs, executors and assigns of the parties hereto:

IN WITNESS WHEREOF, the parties hereto have executed this contract this 5th day of July, 1967.

Arthur Blake Thomas
LESSEE- Arthur Blake Thomas

Hal T. Hall
LESSORS- Hal T. Hall
Mildred Hancock
Mildred Hancock

State of Utah)
County of Salt Lake) SS

On this 5th day of July, 1967, personally appeared before me, Arthur Blake Thomas, whose name is subscribed to the annexed instrument as part thereof, personally known to me to be the same person described in and who executed the said annexed instrument; and duly acknowledged to me that he executed the same freely and voluntarily and for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and the year in this Certificate first above written.

Notary Public in and for the County of Salt Lake, State of Utah.

SEAL
Affixed

State of California)
County of) SS

On this 5th day of July 1967, personally appeared before me, Hal T. Hall, whose name is subscribed to the annexed instrument as part thereof, personally known to me to be the same person described in and who executed the said annexed instrument; and duly acknowledged to me that he executed the same freely and voluntarily and for the use and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and the year in this Certificate first above written.

Notary Public in and for the County of Nevada State of California.

A. H. ENMARK

My Commission Expires May 19, 1969

SEAL
Affixed

State of Nevada)
County of Washoe) SS

On this 14 day of July 1967, personally appeared before me a Notary Public in and for the said county and state, Mildred Hancock, known to me to be the same person described in and who executed the foregoing instrument, and she acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

Notary Public in and for the County of Washoe, State of Nevada.

RECORDED AT THE REQUEST OF
Arthur Blake Thomas
on June 18, 19 68
at 57 mins, past 10 A. M.
in Book 24 of OFFICIAL
RECORDS, page 395-402 RECORDS
OF EUREKA COUNTY, NEVADA
Mildred A. De Laoli
Recorder
File No. 17090 Fee \$ 10.00

JACK E. EGNER
Notary Public — State of Nevada
Washoe County
My Commission Expires April 13, 1970