

AGREEMENT

THIS AGREEMENT made and entered into as of the 15<sup>th</sup> day of August, 1969, by and between <sup>Reno</sup> STANLEY FINE of Eureka, Nevada, W. H. STROUD 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"

DHB  
W.H.S.

## 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 W. H. Stroud, of Reno, 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

W. H. Stroud

WHEREAS, Stanley Fine and ~~Dale Kelley~~, hereinafter called the owners, are willing to grant Bissett a thirty months (30) 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 thirty months' (30) period of investigation and exploration.

DHB  
W.H.S.

NOW, THEREFORE, in consideration of the sum of Five Hundred (\$500.00) Dollars 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 December 31, 1971, 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 December 31, 1971, 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 conform-

ing 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:

- \$50,000.00 on or before December 31, 1971.
- \$50,000.00 on or before December 31, 1972 and
- \$50,000.00 on or before December 31, 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. Royalty payments will cease when purchase price is fully paid.

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.

7. Owners will retain the right to sell or assign their interest in the September Morn, in whole or in part, subject to the terms of this option agreement.

8. Commencing September 1, 1969, Bissett or Bissett's assignee, will pay Stanley Fine Two Hundred Dollars (\$200.00) per month for advice and assistance, as requested by Bissett, and such payments will continue until this option is exercised or is terminated by Bissett or Bissett's assignee.

9. Bissett agrees that if he options, sells, or otherwise assigns mining claims owned in whole or in part by Bissett and which claims are contiguous to or within one (1) mile of the September Morn property, then Bissett will option, sell or otherwise assign this option agreement to said optionee or assignee of Bissett's claims referred to above, and



and if said optionee or assignee exercises his option to Bissett's claims referred to above, then said optionee or assignee of Bissett's claims referred to above will also be required to exercise this option and purchase the September Morn property as provided in this agreement.

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

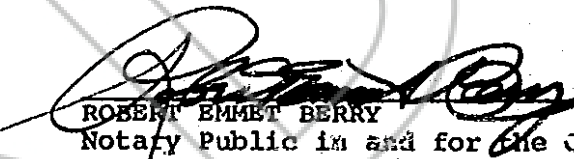
W. H. Stroud  
W. H. Stroud

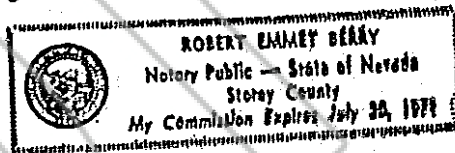
David H. Bissett  
David H. Bissett

STATE OF NEVADA )  
COUNTY OF WASHOE ) ss.

On this 8th day of August 1969, personally appeared before me, Robert Emmet Berry, a Notary Public in and for the County of Storey, State of Nevada, W. H. STROUD, known to me to be the person described in and who executed the annexed instrument, who 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 my official Seal at my office in the County of Washoe, State of Nevada, the day and year in this Certificate first above written.

  
ROBERT EMMET BERRY  
Notary Public in and for the County of  
Storey, State of Nevada.



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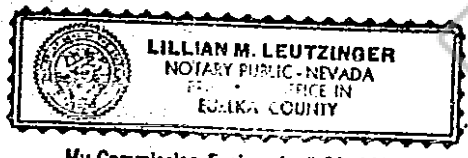
STATE OF NEVADA,  
County of Eureka

On this 15<sup>th</sup> day of Aug A.D. one thousand  
nine hundred and 69 personally appeared before me  
David H. Bissett & Stanley Fine a Notary Public in and  
for said County of Eureka  
known (or proved) to me to be the person S described in and  
who executed the annexed instrument, who acknowledged to me  
that They executed the same, freely and voluntarily, and  
for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and  
my Official Seal at my office in the County of Eureka  
the day and year in this Certificate first above written.

*Lillian M. Leutzinger*  
Notary Public in and for the County of Eureka  
State of Nevada.

My commission expires \_\_\_\_\_



My Commission Expires April 30, 1971

EXHIBIT "A"

UNPATENTED MINING CLAIMS

<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	1	160
September Morn 1 & 2	Nov. 7, 1939	1	161
September Morn 3 - 6	May 6, 1941	1	223-225
September Morn 7 - 11	Apr. 10, 1958	K	76-72

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  
Stanley Fine  
on December 8, 1969  
at 30 mins, past 9 A. M.  
in Book 33 of OFFICIAL  
RECORDS, page 525-530 RECORDS  
OF EUREKA COUNTY, NEVADA  
*William A. McCarroll*  
Recorder  
File No. 51835 Fee \$ 1.00