

the said Owner; thence in a southwesterly direction in a straight line, crossing said road, and recrossing same, approximately 3,000 feet to point on N. 42 E. L. R. No. 276 approximately 3,000 feet to point on N. 42 E. L. R. It is intended that the area hereinabove described shall cover a rectangular area from the extreme boundaries of the owners property, and is shown on a map, heretofore made by both parties hereto to remain in possession of the same.

(2) It is understood that there will be no mining or mining this property and that should the same necessarily involve considerable additional expense to be paid by the Owner or so called lessee, it is agreed by the parties hereto that the lessee will pay all reasonable and legal expenses thereto, including the removal of all reasonable ways for the running, mining, carrying out, and getting in,

(3) This agreement shall extend over a term of 10 years from the date hereof, and may be renewed for another 10 years, to-wit, June 1, 1927. During the term of this agreement, all mining operations on the property hereinabove described, if so desired, shall continue in force for as long as the mining operations are conducted, and to such time as all net proceeds of the 10 year period of time. Thereafter, all rights, title, and interest in and to the property hereinabove described, shall be released to the lessee for the 10 year period, to-wit, June 1, 1927, and the right to renew shall be given to the lessee for another 10 years, to-wit, June 1, 1937. However, if at any time during the 10 year period, the lessee shall furnish sufficient evidence and proof that there are materials upon which to make a claim to justifiable profitable mining operations, and sufficient evidence and proof within six months after the same, the lessee shall automatically extinguish said rights.

(4) As the original option does not contain a provision concerning force majeure, the parties hereto agree to have such provision inserted, to-wit, that if the land hereinabove described shall be taken over by the State of Colorado, or any of its political subdivisions, or by any other person, corporation, or entity, the original option shall be null and void.

I, "H. H. CO., Ltd.", the said owner has made this present instrument in duplicate, and in the presence of the undersigned, as witness, and the said witness has signed unto this instrument, in duplicate, this day and year first above written, at Greenville, Colo.

As lessee of:

Louise M. Moore
H. H. Co., Ltd.

W. W. Moore, Esq., Atty. (L.)
By George A. H. L. Moore, Pres.
H. H. Co., Ltd. (S.)
Witness