

condition.

In the event that it becomes necessary for either of the parties hereto to engage the services of an attorney to enforce the terms of this Lease, or to recover for the breach of any of the terms hereof, then it is understood and agreed that the party at fault shall pay such sum as is reasonable to the party not at fault as and for attorney's fees incurred in enforcing the provisions of said agreement or bringing action for damages for breach of the terms contained herein.

Lessee may assign all right, title and interest which he has in this Lease, upon thirty (30) days notice to Lessor of his intention to do so. Lessor shall not unreasonably withhold its consent to such assignment by Lessee, but any assignee of such Lease shall be fully bound by the terms and conditions of the within Lease, and shall endorse a copy of such Lease, in writing, wherein it acknowledges to Lessor that it shall be bound by such original terms.

In the event that a purchaser can be found to buy the whole property, Lessee agrees to cancel his Lease for <sup>3%</sup> 1% of the gross sales price.

In the event that a New Lessee can be found to put enough capital into the property to expand the operation, Lessee agrees to assign his Lease for a 2% Royalty based on gross returns.

IN WITNESS WHEREOF the parties hereto have executed these presence the day and year first above written.

LESSEE:

LESSOR:

WIND RIVER MINING COMPANY

Richard E. Foster  
RICHARD E. FOSTER

By W. H. Gillman