



## ASSIGNMENT OF LEASE

THIS AGREEMENT made this 5 day of February, 1980, between RICHARD E. FOSTER, hereinafter called Lessee, and MILTON MITCHEK, hereinafter called Assignee, WITNESSETH:

The Lessee, RICHARD E. FOSTER, is the owner of that certain Lease dated the 25th day of August, 1976, a copy of which is attached hereto as Exhibit "A" and he desires to sell all of his interest in and to that Lease to the Assignee, MILTON MITCHEK. MILTON MITCHEK desires to assume and carry out all of the terms and requirements of the Lease and IT IS THEREFORE AGREED:

RICHARD E. FOSTER, Lessee, does hereby assign and set over any and all interests that he may have in that certain Lease dated the 26th day of August, 1976 with WIND RIVER MINING COMPANY, a Washington Corporation to MILTON MITCHEK. This assignment is given in consideration of the payment of TWO THOUSAND and NO/100ths DOLLARS (\$2,000.00) which payment shall be made by the Assignee at the end of thirty (30) days or on that date on which this assignment is approved by WIND RIVER MINING COMPANY, whichever date is the earlier.

In consideration of the assignment of subject Lease to MILTON MITCHEK the Assignee does hereby covenant with WIND RIVER MINING COMPANY and with RICHARD E. FOSTER that he will assume and carry out all of the responsibilities of the Lessee under subject Lease.

In consideration of the foregoing all parties to this document including WIND RIVER MINING COMPANY as the Lessor do hereby agree that subject Lease is in full force and effect and that there are no delinquencies or liabilities by and between the parties and that the