OMEA-4582

CZ-15

OPTION CONTRACT

1. This instrument states the contract made by and between

LEWIS J. MERRITT and NELLIE E. MERRITT, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of One Hundred Ninety Five and 55/100 - - - -Dollars ($195.55) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the Counties of Washington & Iron and State of Missouri, described as follows:

All underground and mining rights in and pertaining to, and all minerals contained in Lot 1 and the S½ of Lot 2 of the southwest quarter and the NW¼ of the SE¼ and the S½ of the SW¼ of the NE¼ of Sec. 18, Twp. 35 N., R. 1 W., containing 175.55 acres, more or less.

Also, all of the N½ of the N½ of Lot 1 of the NW¼ of Sec. 19, Twp. 35 N., R. 1 W. except the transfers made and recorded in Book 60, page 42 and Book 64, page 551, containing 20 acres, more or less.

The total aggregate acreage contained in this option contract is 195.55 acres, more or less.

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3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, [redacted] trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Lewis J. Merritt, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 29th day of September, 19 55.

Lewis J. Merritt (SEAL)

Mellie E. Merritt (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

ACKNOWLEDGMENT

State of Missouri,)
) ss.
County of Washington)

On this 29th day of September, 1955, before me personally appeared Lewis J. Merritt and Nellie E. Merritt, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, MO the day and year last above written.

My commission expires Aug 17, 1959

Kitchen J. Higginbotham
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

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CZ-50

OPTION CONTRACT

1. This instrument states the contract made by and between

EDMOND LARAMORE and NORA LARAMORE, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of TWO HUNDRED EIGHTY TWO AND 65/100 - - - - - Dollars ($ 282.65) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Crawford & Washington and State of Missouri, described as follows:

The NE¼ of SW¼ and the SE¼ of NW¼, and the S½ of NE¼ of NW¼ and 4 acres off the west part of the W¼ of NW¼ of NE¼, and 8 acres off the west part of SW¼ of NE¼ and 8 acres off the west part of NW¼ of SE¼, except the following described tract, all that part of the S½ of NE¼ of NW¼ described as follows: Beginning at NW corner of said S½ of NE¼ of NW¼ and running thence east 12.20 chains, then southwesterly to a point 3-1/3 chains south of point of beginning; thence N. 3-1/3 chains to point of beginning, containing 2 acres, more or less. Also, all that part of N½ of NE¼ of NW¼ and the N½ of NW¼ of NE¼ west of county line described as follows: Beginning 12.20 chains east of SW corner of said N½ of NE¼ of NW¼ and running thence east 12.20 chains to county line, thence N. 3½ chains, thence southwesterly to point of beginning, containing 2 acres, more or less--all being in Sec. 13, Twp. 35 N., R. 2 W., containing 120 acres, more or less, in Crawford County.

Also, the East part of NW¼ of SE¼ and S½ of east part of SW¼ of NE¼--all in Sec. 13, Twp. 35 N., R. 2 W., containing 48 acres; also, SE¼ of NE¼ of Sec. 13 and the NE¼ of SE¼ of Sec. 13--all in Twp. 35 N., R. 2 W., containing 80 acres; also the N½ of Lot 2 of SW¼ of Sec. 18, Twp. 35 N., R. 1 W., containing 34.65 acres, more or less, in Washington County.

The total aggregate acreage contained in this option contract is 282.65 acres, more or less.

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3. The right and privilege is hereby granted the company to go in and upon the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say, with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described real estate the sum of Seventy five and no/100 - - - - - - Dollars ($ 75.00) per acre.

7. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described real estate. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If, upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

8. If the company elects to purchase the above described real estate and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election

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to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances, the above described real estate.

9. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said real estate shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

10. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to EDMOND LARAMORE, Cuba, Mo. . Tender of the company's draft shall be a valid tender under this contract.

11. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

12. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

13. This contract becomes effective on the date hereof.

14. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 3rd day of March, 1956.

Edmond Laramore (SEAL)

Nora Laramore (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
) ss.
County of Washington)

On this 3rd day of March, 1956, before me personally appeared EDMOND LARAMORE and NORA LARAMORE, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Missouri the day and year last above written.

My commission expires 9 January, 1960

A. D. Kibler
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

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C1-53

OPTION CONTRACT

1. This instrument states the contract made by and between

E. R. LARAMORE and OLLIE LARAMORE, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Ninety five and no/100 - - - - - - - - - - - Dollars ($_____) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in all the W½ of NE¼ of NE¼ and NW¼ of NE¼ of Sec. 18; also, a part of SE¼ of SE¼ of Sec. 7, being 80 rods in length and 20 rods wide in Twp. 35 N., R. 1 W., containing in the aggregate 70 acres.

Also, the N½ of the SW¼ of the NE¼ and a part of the SE¼ of NW¼ containing 5 acres, described as follows: Beginning at the SW corner of the N½ of SW¼ of NE¼ and run 18 rods west then run 22 rods NW; then run north down a ravine to a big hollow, then down the hollow to the half mile line where it crosses the hollow running north and south--all in Sec. 18, Twp. 35 N., R. 1 W., containing 25 acres, more or less.

This option contract contains in the aggregate 95 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to E. R. LARAMORE, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said part ies of the first part have hereunto set their hand s and seal s this 15th day of March, 1956.

E. R. Laramore

Ollie Laramore (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
) ss.
County of Washington)

On this 15th day of March, 1956, before me personally appeared E. R. LARAMORE and OLLIE LARAMORE, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5th, 1958.

Lowell Bay
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

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CZ-54

OPTION CONTRACT

1. This instrument states the contract made by and between

RICO MASON and BESSIE MASON, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Two hundred eighty-eight and no/100 - - - Dollars ($ 288.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

The NW¼ of Sec. 18 and S½ of SE¼ of SW¼ and SW¼ of SE¼ and S½ of NW¼ of SE¼ and 30 acres, the north part of SE¼ of SE¼ and 20 acres, part of the S½ of NE¼ of SE¼ of Sec. 7, Twp. 35 N., R. 1 W., and containing in the aggregate 288 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say, with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described real estate the sum of Seventy five and no/100 ($75.00) - - Dollars XXX XX per acre.

7. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described real estate. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If, upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

8. If the company elects to purchase the above described real estate and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election

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to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances, the above described real estate.

9. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said real estate shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

10. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Rico Mason, 2642 Russell, St. Louis, Missouri Tender of the company's draft shall be a valid tender under this contract.

11. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

12. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

13. This contract becomes effective on the date hereof.

14. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 24 day of April, 1956.

X Rico Mason (SEAL)

X Bessie Mason (SEAL)

(SEAL)

(SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
~~County~~ City of St Louis) ss.

On this 6th day of April, 1956, before me personally appeared RICO MASON and BESSIE MASON, his wife,
to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in St Louis, Mo. the day and year last above written.

My commission expires April 22, 1959

Peter Olszewski
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
County of _____) ss.

On this _____ day of _____, 195__, before me personally appeared _____
to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed.
And said _____ further declared _____
_____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

CZ-56

OPTION CONTRACT

1. This instrument states the contract made by and between

SIMON BREAKFIELD and TOLITHA BREAKFIELD, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Eighty and no/100 - - - - - - - - - - - - - Dollars ($ 80.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in the S½ of the SE¼ of Sec. 18, Twp. 35 N., R. 1 W., containing 80 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

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10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Simon Breakfield, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 18th day of April, 1956.

Simon Breakfield (SEAL)

Lotta Breakfield (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

ACKNOWLEDGMENT

State of Missouri,)
) ss.
County of Washington)

On this 18th day of April, 1956, before me personally appeared SIMON BREAKFIELD and TOLITHA BREAKFIELD, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires 3-5-58, 1958.

Lowell C. Bay
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

CZ-51

OPTION CONTRACT

1. This instrument states the contract made by and between

HENRY BREAKFIELD and LULA BREAKFIELD, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Eighty and no/100 - - - - - - - - - - - - Dollars ($ 80.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in the SW¼ of the SW¼ of Sec. 17, Twp. 35 N., R. 1 W., containing 40 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

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10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Henry Breakfield, 6452 Arsenal, St. Louis, Mo. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 28th day of April, 1956.

Henry Breakfield (SEAL)

Lula Breakfield (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
) ss.
County of Washington)

On this 28th day of April, 1956, before me personally appeared HENRY BREAKFIELD and LULA BREAKFIELD, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo the day and year last above written.

My commission expires March 5th, 1958

Lowell Bay
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

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C Z-60

OPTION CONTRACT

1. This instrument states the contract made by and between

LOTTIE BAYS and BURLEY BAYS; EDMOND LARAMORE and NORA LARAMORE; MARCUS LARAMORE and LEOTA LARAMORE; E. R. LARAMORE and OLLIE LARAMORE,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Seventy-six and no/100 ($76.00) - - - - - Dollars ($ 76.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in all the NE¼ of NE¼, 20 acres in the south part of the east part of the NW¼ of NE¼, and 16 acres in the north part of the east part of SW¼ of NE¼--all in Sec. 13, Twp. 35 N., R. 2 W. and containing in the aggregate 76 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

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10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to E. R. Laramore, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 15th day of March, 1956.

E. Ray Laramore (SEAL)	Leota Laramore (SEAL)
Ollie Laramore (SEAL)	Lottie Bayes (SEAL)
Edmond Laramore (SEAL)	Burley Bayes (SEAL)
Nora Laramore (SEAL)	_____ (SEAL)
Marcus Laramore (SEAL)	_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
County of _____) ss.

On this _____ day of _____, 195__, before me personally appeared LOTTIE BAYS and BURLEY BAYS, his wife,
to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Steelville the day and year last above written.

My commission expires 8/30, 1956

Washee Fesler
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
County of Washington) ss.

On this 3rd day of March, 1956, before me personally appeared EDMOND LARAMORE and NORA LARAMORE, his wife,
to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Missouri the day and year last above written.

My commission expires 9 January 1960

A. D. Nipper
Notary Public.

ACKNOWLEDGMENT

State of Missouri,
County of Washington } ss.

On this 13th day of March, 1956, before me personally appeared E. R. LARAMORE and OLLIE LARAMORE, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 4, 1958.

Lowell Bay
Notary Public.

ACKNOWLEDGMENT

State of Missouri
County of Washington } ss.

On this 3rd day of March, 1956, before me personally appeared MARCUS LARAMORE and LEOTA LARAMORE, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Missouri the day and year last above written.

My commission expires January, 1960

A. D. Nagel
Notary Public.

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CZ-62

OPTION CONTRACT

1. This instrument states the contract made by and between

HOWARD M. COLE and DAPHINE COLE, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Twenty and no/100 - - - - - - - - - - - - - Dollars ($ 20.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in part of SE¼ SE¼ of Sec. 7, Twp. 35 N., R. 1 W., lying east of Indian Creek and described as follows: Begin at a point 20 rods north of SE corner of Section 7; run north to a ravine below Bluff Spring; thence west to Indian Creek; thence south along Indian Creek to point due west of point of beginning; thence east to point of beginning, containing 20 acres, more or less.

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3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, ~~any~~ all of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

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10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Howard M. Cole, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 8 day of June, 1956.

Howard M. Cole (SEAL)

Daphne Cole (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
) ss.
County of Crawford)

On this 8 day of June, 1956, before me personally appeared HOWARD M. COLE and DAPHINE COLE, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Jacksville, Mo the day and year last above written.

My commission expires June 9, 1956

Notary Public.

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

CZ-63

OPTION CONTRACT

1. This instrument states the contract made by and between

C. H. WILLHITE and ELIZABETH WILLHITE, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Ninety Four and 23/100 - - - - - - - - - - - Dollars ($94.23) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in all the NE¼ of SE¼ of Sec. 12, Twp. 35 N., R. 2 W. and N½ of Lot 2 of SW¼ of Sec. 7, Twp. 35 N., R. 1 W., containing 74.23 acres.

Also, part of SE¼ SW¼ of Sec. 7, Twp. 35 N., R. 1 W. as follows: Beginning at the NW corner of said 40 acres; thence east to NE corner of said 40 acres; thence south 6 chains and 66 links and running in a westerly direction across said 40 acres making it wide enough at west side to contain 20 acres, more or less.

This option contract contains in the aggregate 94.23 acres.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to C. H. Willhite, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 8 day of June, 19 56.

x C. H. Willhite (SEAL)

x Lizzie Willhite (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

ACKNOWLEDGMENT

State of Missouri,)
County of Barnwell) ss.

On this 8 day of June, 1956, before me personally appeared C. H. WILLHITE and ELIZABETH WILLHITE, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Dawsonville, Ga the day and year last above written.

My commission expires June 9, 1957

Rudolph G. Fehne
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
County of _____) ss.

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

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OPTION CONTRACT

1. This instrument states the contract made by and between

JESSE H. BREAKFIELD and NETTIE BREAKFIELD, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of One Hundred Thirty-five and no/100 - - - - Dollars ($ 135.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in the NW¼ of southwest Quarter of Sec. 17, the NE¼ SE¼ of Sec. 18, and SE¼ NE¼ of Sec. 18 except 5 acres in SW corner deeded for church and graveyard purposes; also, that part of NE¼ NE¼ of Sec. 18 lying east of Indian Creek containing 20 acres. All being in Twp. 35 N., R. 1 W. and containing in the aggregate 135 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Jesse H. Breakfield, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 14th day of June, 1956.

Jesse H. [illegible] (SEAL)

Mattie [illegible] (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
) ss.
County of Washington)

On this 14th day of June, 1956, before me personally appeared JESSE H. BREAKFIELD and NETTIE BREAKFIELD, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi Mo. the day and year last above written.

My commission expires March 5th, 1958

Lowell Ray
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

CZ-65

OPTION CONTRACT

1. This instrument states the contract made by and between

KELSEY CARL and FLOY CARL, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of One Hundred Sixty Five and no/100 - - - - - Dollars ($ 165.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in all that part of N½ of NW¼ lying west of Courtois Creek; and all that part of NE¼ of SE¼ of NW¼ lying west of Courtois Creek; all in Sec. 17, Twp. 35 N., R. 1 W., containing 85 acres, more or less.

Also, begin at a point 9 chains south of NE corner of NE¼ of SW¼ of Sec. 8, Twp. 35 N., R. 1 W.; thence South 53° W. to West line of said Section 8; thence south 3 chains and 25 links to SW corner of section 8; thence east to SE corner of SW¼ of said Section 8; thence north to place of beginning, containing 80 acres, and being in Twp. 35 N., R. 1 W.

This option contract contains in the aggregate 165 acres, more or less.

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3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

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10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Kelsey Carl, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 12 day of June, 1956.

Kelsey L. Carl (SEAL)

Eley Carl (SEAL)

(SEAL)

(SEAL)

(SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
) ss.
County of Washington)

On this 9th day of June, 1956, before me personally appeared KELSEY CARL and FLOY CARL, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5th, 1958

Lowell C. Ray,
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

CZ-66

OPTION CONTRACT

1. This instrument states the contract made by and between

HASKEL MASON and SADIE MASON, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of One Hundred Twenty and no/100 - - - - - - - Dollars ($_____) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in the S½ of SW¼ of NW¼; the S½ of SE¼ of NW¼ and S½ of SW¼ of NE¼ of Sec. 7; also, a part of the SE¼ NE¼ and a part of the NE¼ SE¼ and a part of the NW¼ SE¼ in Sec. 7, said last 3 tracts are described as follows: Begin in center of Sec. 7; thence east on line dividing NE¼ from SE¼ running to creek; thence up creek to mouth of the branch; thence westwardly with said branch to where the same crosses the line dividing the SE¼ from SW¼ of said section 7; thence north along said line to place of beginning, containing 120 acres, more or less, and all being located in Twp. 35 N., R. 1 W. Also the North half of Lot One of the Southwest quarter of Section 7, Township 35, North Range 1 West.

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3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

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10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Haskel Mason, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 21st day of June, 1956.

Haskel Mason (SEAL)

Sadie Mason (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
) ss.
County of Washington)

On this 21st day of June, 1956, before me personally appeared HASKEL MASON and SADIE MASON, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo the day and year last above written.

My commission expires March 5th, 1958

Lowell Ray
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

CZ-67

OPTION CONTRACT

1. This instrument states the contract made by and between

GEORGE D. EVANS and LILLIE EVANS, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Two Hundred Forty and 23/100 - - - - - - - Dollars ($240.23) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in all of NW¼ and NE¼ except that part now owned by Haskel Mason and Howard Cole and George White--all in Sec. 7, Twp. 35 N., R. 1 W., containing 227.23 acres;

also, a part of the NW¼ of Sec. 8 described as follows: Beginning at section corner of sections 5, 6, 7, and 8, running south following section line of Sec. 7 and 8 about 25 rods to a large white oak and mulberry tree standing near section line; thence due east to Courtois Creek; thence following main channel of said creek to intersection of section lines of Sec. 5 and 8; thence west following line to point of beginning--all in Sec. 8, Twp. 35 N., R. 1 W. and containing 8 acres;

also, beginning at SW corner of SW¼ of Sec. 5, Twp. 35 N., R. 1 W., described as follows: Beginning at said SW corner of Sec. 5, running north to a white oak and a mulberry tree, thence east to main channel of Courtois Creek; thence following said creek south to section line; thence following said section line west to place of beginning--all in Section 5, Twp. 35 N., R. 1 W. and containing 5 acres.

The total aggregate acreage contained in this option contract is 240.23 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to George D. Evans, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 20th day of June, 1956.

George D. Evans (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
) ss.
County of Washington)

On this 20th day of June, 1956, before me personally appeared GEORGE D. EVANS

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5th, 1958.

Lowell Bay
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 195__, before me personally appeared LILLIE EVANS

to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

62-14

OPTION CONTRACT

1. This instrument states the contract made by and between

PAUL THOMPSON and HILMA THOMPSON, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Two Hundred Sixteen and no/100 Dollars ($216.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in all the SW¼ of NW¼ and the S½ of NW¼ of NW¼ of Sec. 9, Twp. 35 N., R. 1 W., containing 60 acres; Also the SE¼ of NW¼ and S½ NE¼ of NW¼ of Sec. 9, Twp. 35 N., R. 1 W., excepting 2 acres heretofore sold to Roy Carl, containing 58 acres. Also, excepting 2 acres from NE corner of SW¼ of NW¼ of Sec. 9, Twp. 35 N., R. 1 W., described as follows: Commence at NE corner of SW¼ of said Sec. 9; thence running west on ¼ sec. line 18 rods for a corner; thence south parallel with east line of said SW NW of Sec. 9, 18 rods for a corner; thence east parallel with north line of said SW NW ¼ Sec. 9.18 rods to north & south ¼ section line; thence north on said north & south ¼ section line a distance of 18 rods to place of beginning.

Also, the NE¼ of NE¼ and also the N½ of SE¼ NE¼, all in Sec. 8, Twp. 35 N., R. 1 W., containing 60 acres; also, N½ NW¼ of NW¼ of Sec. 9, containing 20 acres. Also, S½ SW¼ SW¼ Sec. 4, containing 20 acres, all in Twp. 35 N., R. 1 W.

This option contract contains in the aggregate 216.0 acres more or less.

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3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Paul Thompson, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hand s and seals this 14th day of July, 1956.

Paul Thompson (SEAL)

Helena Thompson (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
) ss.
County of Washington)

On this 14th day of July, 1956, before me personally appeared PAUL THOMPSON and HILMA THOMPSON, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi Mo. the day and year last above written.

My commission expires March 8th, 1958.

Lowell Bay
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

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CZ-75

OPTION CONTRACT

1. This instrument states the contract made by and between

JOHN E. TURNBOUGH and NETTIE TURNBOUGH, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of One Hundred Fifty and 57/100 - - - - - - - - - - - - Dollars ($ 150.57) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in the N½ of the SW¼ of the SW¼ of Sec. 4, Twp. 35 N., R. 1 W., making the bottom of a certain hollow the line east and west running where hollow forks right hand, the land containing 20 acres. The SW¼ of the SE¼ of Sec. 5, Twp. 35 N., R. 1 W., containing 40 acres. The E½ of the SE¼ of Sec. 5, Twp. 35 N., R. 1 W. except 5.57 acres in north corner of NE¼ of SE¼ of Sec. 5 and described as follows: Begin at quarter corner between Secs. 4 and 5, gas pipe driven and pile stones, one gov. stump, thence west va. 5° 30' at 3.38 chains stake and stones hickory 4" N. 48° W. 8 links, a gum 20" N. 17° E. 9 links thence S. 13° E. at 2.65 chains stake on S. 26° E. at 5.71 chains stake and stones white oak 6" N. 65° E. 19 links apple tree S. 81° W. 14 links, thence S. 74° E. at 6.82 chains intersecting line between Secs. 4 & 5, thence N. va. 5° at 6.32 chains to beginning.

Also, 10 acres off the East end of the NW¼ of SE¼ of Sec. 5, Twp. 35 N., R. 1 W.

Also, that part of the SW¼ of NE¼ of Sec. 5, Twp. 35 N., R. 1 W. described asfollows: Starting at southwest corner of Lot 2 of NE¼, thence south along old line fence at 12.5 chains old road, to beginning point, thence N. 72° E. along old road at 10.16 chains stake; thence N. 24° E. at 4.16 chains stake; thence N. 81° E. 3.73 chains stake; thence N. 63° E. 5.18 chains stake; thence south to SE corner of SW¼ of NE¼; thence west to SW corner of same; thence north to point of beginning; the total acreage conveyed in this option contract is 150.57 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

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10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to JOHN E. TURNBOUGH, R#2, Potosi, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 27th day of July, 1956.

John E. Turnbough (SEAL)

Nettie Turnbough (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri, }
County of Washington } ss.

On this 27th day of July, 1956, before me personally appeared JOHN E. TURNBOUGH and NETTIE TURNBOUGH, his wife,

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5, 1958.

Lowell Ray
Notary Public.

ACKNOWLEDGMENT

State of Missouri,)
County of _____) ss.

On this _____ day of _____, 19___, before me personally appeared _____

_____

_____

to me known to be the person___ described in and who executed the foregoing instrument and acknowledged that ___he___ executed the same as _____ free act and deed. And said _____

_____ further declared

_____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19___.

_____
Notary Public.

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CZ-76

OPTION CONTRACT

1. This instrument states the contract made by and between

HALLIE G. TURNER, single,

party of the first part, hereinafter designated and referred to as the Landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Ninety and no/100 - - - - - - - - - - - - - - - - - - Dollars ($ 90.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in a part of NE¼ of Sec. 5, Twp. 35 N., R. 1 W., beginning at NE corner of Sec. 5, thence south 86° 45' W. V. 5° on Twp. line at 27.50 chains set pile of stone, thence S. 19° W. V. 7° at 27.50 chains, stake in field; thence west 300 feet to old corner old hickory tree north 16 links; thence south along old line fence at 12.50 chains old road; thence N. 72° E. along old road at 10.16 chains to stake; thence N. 24° E. at 4.16 chains to stake; thence N. 81° E. 3.73 chains to stake; thence N. 63° E. 5.18 chains to stake; thence N. 23° E. 5.29 chains to stake; thence N. 40° E. at 1.79 chains to stake; thence N.29° E. at 7.39 chains to stake; thence N. 83° E. 12.60 chains to county road; thence on line between Secs. 4 and 5 at 17.21 chains to beginning, containing 90 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Hallie G. Turner, R#2, Potosi, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said party of the first part has hereunto set her hand and seal this 27th day of July, 1956.

Hallie G. Turner (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

ACKNOWLEDGMENT

State of Missouri, }
County of _____ } ss.

On this _____ day of _____, 19___, before me personally appeared _____

_____

to me known to be the person___ described in and who executed the foregoing instrument and acknowledged that ___he___ executed the same as _____ free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19___.

_____
Notary Public.

ACKNOWLEDGMENT

State of Missouri, }
County of Washington } ss.

On this 27th day of July, 1956, before me personally appeared Hallie G. Turner

_____

_____

to me known to be the person___ described in and who executed the foregoing instrument and acknowledged that __she___ executed the same as her free act and deed. And said _____ Hallie G. Turner _____ further declared herself to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5th, 1958.

Lowell Day
Notary Public.

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C2-79

OPTION CONTRACT

1. This instrument states the contract made by and between

W. J. TURNBAUGH and ZOE TURNBAUGH, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Eighty-five and 57/100 - - - - - - - - - - - - - - Dollars ($ 85.57) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in the NW¼ of SW¼ of Sec. 4, the SE¼ of NE¼ of Sec. 5, and 5.57 acres in NE corner of NE¼ of SE¼ of Sec. 5 and described as follows: Beginning at ¼ corner between Secs. 4 and 5 at pile of stone and pipe; thence west Va 5.30 at 8.38 chains to stake; thence S. 13° E. 2.65 chains; thence S. 26° E. 5.17 chains; thence S. 74° E. 6.82 chains intersecting line Secs. 4 and 5; thence north on line 6.32 chains to beginning--all said land being in Twp. 35 N., R. 1 W. and containing in the aggregate 85.57 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to W. J. Turnbaugh, R#2, Potosi, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 8th day of August, 19 56.

W. J. Turnbaugh (SEAL)

Zel Turnbaugh (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

ACKNOWLEDGMENT

State of Missouri,)
County of Washington) ss.

On this 8th day of August, 1956, before me personally appeared W. J. TURNBAUGH and ZOE TURNBAUGH, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi Mo. the day and year last above written.

My commission expires March 1st, 1958.

Harold C. Bay
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
County of _____) ss.

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

[illegible] privilege [illegible] the company [illegible] upon the [illegible]

OPTION CONTRACT

1. This instrument states the contract made by and between [illegible]

HERBERT GILLAM, single,

party ___ of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Sixty and no/100 - - - - - - - - - - - - - - - - - - Dollars ($ 60.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in the S½ of SE¼ of NE¼ of Sec. 8 and all of NE¼ of SE¼ of Sec. 8--all in Twp. 35 N., R. 1 W. and containing 60 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

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10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Herbert Gillam, RR, Potosi, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said party of the first part has hereunto set his hand and seal this 16th day of August, 1956.

Herbert Gillam (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
County of Washington) ss.

On this 10th day of August, 1956, before me personally appeared _____
to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
County of Washington) ss.

On this 10th day of August, 1956, before me personally appeared HERBERT GILLAM
to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as his free act and deed. And said HERBERT GILLAM further declared himself _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5th, 1958

Lowell Ray
Notary Public.

C2-82

OPTION CONTRACT

1. This instrument states the contract made by and between

MARY ALICE MOSES, single,

party of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of One Hundred Forty Nine and 60/100 - - - - - - - - - Dollars ($ 149.60) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in all that part of the SW¼ of NE¼ of Sec. 32 not heretofore sold to Marion Jarvis; the part hereby conveyed containing 28 acres, more or less. Also, the E½ of SE¼ of Sec. 32, containing 80 acres. Also, the SW¼ of SW¼ of Sec. 33, containing 40 acres. Also, 5.6 acres, part of the SE¼ of NE¼ of Sec. 32 described as follows: Begin at SW corner of SE¼ NE¼ of Sec. 32, thence N. 87° E. 975' to road; thence N. 61.5° W. 550'; thence N. 71.5° W. 600' along road to intersection of West line of said SE¼ of NE¼; thence S. 500' to place of beginning. Except from above described land, Book 89, page 412, Four (4) acres, part of SW¼ of NE¼ of Sec. 32, as follows: Begin at a point 500' N. of SW corner of SE¼ of NE¼ of Sec. 32, thence N. 840' to NW corner of SE¼ of NE¼ of Sec. 32, thence S. 87° W. 210' to corner in Courtois Creek; thence in Southerly direction with the meandering of the creek, 840' to corner in creek; thence N. 87° E. 210 feet to place of beginning.

All above described land being located in Twp. 36 N., R. 1 W. and containing in the aggregate 149.6 acres, more or less.

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3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Mary Alice Moses, Quaker, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said party of the first part has hereunto set her hand and seal this 13th day of August, 19 56.

Mary Alice Moses (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri, }
County of _____ } ss.

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

ACKNOWLEDGMENT

State of Missouri }
County of Washington } ss.

On this 13th day of August, 1956, before me personally appeared MARY ALICE MOSES to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that she__ executed the same as her free act and deed. And said MARY ALICE MOSES further declared herself _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5th, 1958.

Lowell Bay
Notary Public.

P2

C1-83

OPTION CONTRACT

1. This instrument states the contract made by and between

ELZA EHNSLEE and CORA EHNSLEE, his wife,

part ies of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Seventy-one and 40/100 - - - - - - - - - - - - - - - - Dollars ($ 71.40) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in the SE¼ and the S½ of S½ of NE¼ of Sec. 17, Twp. 35 N., R. 1 W. less 129.6 acres sold to Percy Carl and recorded in Book 94, page 400, in the Recorder's Office of Washington County, Missouri, and described as follows: Begin at SE corner of Sec. 17, thence W. 40 chains to a corner; thence N. 25.7 chains to a corner; thence N. 87° E. 42.5 chains to East line of Sec. 17; thence S. 39.1 chains to beginning corner;

This option contract contains in the aggregate 71.40 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Elza Henslee, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 14th day of August, 19 56.

Elza Henslee (SEAL)

Ora Henslee (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
County of [illegible]) ss.

On this 14th day of August, 1956, before me personally appeared . E ELZA HENSLEE and CORA HENSLEE, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5th, 1958

Lucille Ray
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
County of _____) ss.

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

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OPTION CONTRACT

1. This instrument states the contract made by and between

CURTIS HENSLEE and GOLDIE HENSLEE, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Eighty and no/100 - - - - - - - - - - - - - - - - - - Dollars ($ 80.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in the W½ of NE¼ of Sec. 8, Twp. 35 N., R. 1 W., containing 80 acres, more or less.

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3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty & no/100 ($50.00) Dollars per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and no/100 ($50.00) Dollars per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and no/100 ($100.00) - - - - Dollars per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Curtis Henslee, Banner, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 15th day of August, 1956.

Curtis Henslee (SEAL)

Goldie Henslee (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
County of Washington) ss.

On this 15th day of August, 1956, before me personally appeared CURTIS HENSLEE and GOLDIE HENSLEE, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5, 1958

Samuel C. Bay
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
County of _____) ss.

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

CZ-88

OPTION CONTRACT

1. This instrument states the contract made by and between

ALONZO H. SELLERS and OVERA SELLERS, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of One Hundred Eighteen and no/100 Dollars ($118.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in the N½ of NE¼; the N½ of SE¼ of NE¼ and the N½ of SW¼ of NE¼, except 2 acres a part of N½ of NE¼, described as follows: Beginning on the north section line of Sec. 17 at a point where said section line intersects the east right-of-way line of county road, thence following county road 100 feet to north bank of a branch, thence following the north bank of said branch in an easterly direction 800 feet, thence north 100 feet to section line; thence west on section line to point of beginning. All said above described land is in Twp. 35 N., R. 1 W. and contains in the aggregate 118 acres, more or less, in Section 17.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

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10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to ALONZO SELLERS, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 24th day of August, 1956.

Alonzo H. Sellers (SEAL)

Ruth Sellers (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
) ss.
County of Washington)

On this 24th day of August, 1956., before me personally appeared ALONZO H. SELLERS and OVERA SELLERS, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5th, 19 58.

Lowell Ray
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

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CZ-93

OPTION CONTRACT

1. This instrument states the contract made by and between EMMA PAYNE, single; GLENWOOD PAYNE and RITA PAYNE, his wife; LUCILLE CRABTREE and ORVILLE CRABTREE, her husband; ELEANOR CROCKER and HAROLD CROCKER, her husband; and MELBA YOUNG and EVERETT YOUNG, her husband,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of One Hundred Ten and 50/100 - - - - - - - - - - - - - Dollars ($ 110.50) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in all that part of NW¼ of Sec. 8, Twp. 35 N., R. 1 W. lying east of Courtois Creek, containing 110.50 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Emma Payne, RR#2, Potosi, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 28th day of August, 1956.

Emma Payne (SEAL)

Edward Crocker (SEAL)

Harold Crocker (SEAL)

[illegible] (SEAL)

[illegible] (SEAL)

Sherwood Payne (SEAL)

Pete Payne (SEAL)

Melba Young (SEAL)

Everett Young (SEAL)

ACKNOWLEDGMENT

State of Missouri, }
County of Washington } ss.

On this 28th day of August, 1956, before me personally appeared GLENWOOD PAYNE and RITA PAYNE, his wife,

to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5th, 1958.

Lowell Bay
Notary Public.

ACKNOWLEDGMENT

State of Missouri, }
County of Washington } ss.

On this 28th day of August, 1956, before me personally appeared EMMA PAYNE

to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed. And said EMMA PAYNE further declared herself to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5th, 1958.

Lowell Bay
Notary Public.

ACKNOWLEDGMENT

State of Missouri,)
County of Washington) ss.

On this 28th day of August, 1956, before me personally appeared LUCILLE CRABTREE and ORVILLE CRABTREE, her husband,

to me known to be the person s described in and who executed the foregoing instrument and acknowledged that t he y executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5th, 1958.

Lowell Bay
Notary Public.

ACKNOWLEDGMENT

State of Missouri,)
County of Washington) ss.

On this 28th day of August, 1956, before me personally appeared ELEANOR CROCKER and HAROLD CROCKER, her husband,

to me known to be the person s described in and who executed the foregoing instrument and acknowledged that t he y executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5th, 1958

Lowell Bay
Notary Public.

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ACKNOWLEDGMENT

State of Missouri,)
County of Stoddard) ss.

On this 10th day of August, 19 56, before me personally appeared MELBA YOUNG and EVERETT YOUNG, her husband,

to me known to be the person s described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Bloomfield, Missouri the day and year last above written.

My commission expires September 8, 19 58.

Lois E. Mooney
Notary Public.

ACKNOWLEDGMENT

State of Missouri,)
County of) ss.

On this _____ day of _____, 19___, before me personally appeared _____

_____

_____

to me known to be the person___ described in and who executed the foregoing instrument and acknowledged that ___he___ executed the same as _____ free act and deed. And said _____

_____ further declared

_____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19___.

_____
Notary Public.

CZ-94

OPTION CONTRACT

1. This instrument states the contract made by and between

PERCY CARL and LYDIA CARL, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of One Hundred Twenty Nine and 60/100 - - - - - - - - Dollars ($ 129.60) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in part of the SE¼ of Sec. 17, Twp. 35 N., R. 1 W. described as follows: Begin at the SE corner of Sec. 17, thence W. 40 chains to a corner; thence N. 25.7 chains to a corner; thence N. 87° E. 42.5 chains to the East line of Sec. 17, thence S. 39.1 chains to beginning corner, containing 129.6 acres, more or less.

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3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

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10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to PERCY CARL, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 2nd day of August, 1956.

[illegible] (SEAL)

[illegible] (SEAL)

(SEAL)

(SEAL)

(SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
) ss.
County of [illegible])

On this [illegible] day of [illegible], 1956, before me personally appeared PERCY CARL and LYDIA CARL, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in [illegible] the day and year last above written.

My commission expires [illegible], 19[illegible]

[illegible]
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

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CL-95

OPTION CONTRACT

1. This instrument states the contract made by and between

LON LARAMORE and ESTHER LARAMORE, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Seventy Two and no/100 - - - - - - - - - - - - - - - Dollars ($ 72.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in the SE¼ of SE¼ and 32 acres being the East part of SW¼ of SE¼ of Sec. 12, Twp. 35 N., R. 2 W., containing in the aggregate 72 acres, more or less.

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3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

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unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Lon Laramore, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 31st day of August, 19 56.

Lon Laramore (SEAL)

Esther Laramore (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
) ss.
County of Washington)

On this 31st day of August, 1956, before me personally appeared LON LARAMORE and ESTHER LARAMORE, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5th, 1959

Lowell C. Tracy
Notary Public.

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

_____
Notary Public.

CZ-98

OPTION CONTRACT

1. This instrument states the contract made by and between

EDWARD B. HEATH and HAZEL HEATH, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of One Hundred Twenty-two and no/100 - - - - - - - - - - Dollars ($122.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in the S½ of SE¼ and NW¼ of SE¼ of Sec. 8, Twp. 35 N., R. 1 W., containing 120 acres, and all that part of N½ NE¼ of Sec. 17, Twp. 35 N., R. 1 W., described as follows: Beginning on the North section line of Sec. 17 at a point where said section line is intersected by the east right-of-way line of county road, thence following county road 100 feet to north bank of a branch, thence following the north bank of said branch in a easterly direction 800 feet; thence north 100 feet to section line; thence west on the section line to point of beginning, containing 2 acres. The above described land contains in the aggregate 122 acres, more or less.

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3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of WASHINGTON County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Edward B. Heath, 7055 Mardell, St. Louis, Mo. . Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 10th day of Sept, 1956.

Edward B Heath (SEAL)

Hazel Heath (SEAL)

(SEAL)

(SEAL)

(SEAL)

ACCEPTED THIS 14th DAY OF SEPTEMBER, 1956.

E. E. Jones
Division Manager.

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ACKNOWLEDGMENT

State of Missouri,)
City) ss.
~~County~~ of St. Louis)

On this 10th day of September, 1956, before me personally appeared EDWARD B. HEATH and HAZEL HEATH, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in St. Louis Co. the day and year last above written.

My commission expires April 7, 1960

E. B. [illegible]
Notary Public.
Notary for the County of St. Louis which adjoins the City of St. Louis

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of St. Francois)

On this 14th day of SEPTEMBER, 1956, before me personally appeared E. R. JONES, Division Manager, St. Joseph Lead Company, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Bonne Terre, Mo. the day and year last above written.

My commission expires MARCH 17, 1958

[illegible]
Notary Public.

CZ-100

OPTION CONTRACT

1. This instrument states the contract made by and between

JAMES E. SELLERS and MAUDE SELLERS, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of One Hundred Forty and no/100 - - - - - - - - - - - Dollars ($ 140.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in the NW¼ of SE¼ (except 10 acres off the east end running north and south) containing 30 acres; and all that part of the SW¼ lying east of main channel of Courtois Creek--all in Sec. 5, Twp. 35 N., R. 1 W., and containing in the aggregate 140 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($ 50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($ 50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company, for mining purposes or uses, for the sum of One Hundred and No/100 - - - - Dollars ($ 100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are

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unable to agree upon the reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of Washington County. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or the surface or any part thereof as provided in paragraph 7, or both, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

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10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to James E. Sellers, Courtois, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 18th day of September, 1956.

James E. Sellers (SEAL)

Wanda Sellers (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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ACKNOWLEDGMENT

State of Missouri,)
) ss.
County of Washington)

On this 18th day of September, 1956, before me personally appeared JAMES E. SELLERS and MAUDE SELLERS, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi Mo the day and year last above written.

My commission expires March 5th, 19 58

Notary Public.

ACKNOWLEDGMENT

State of Missouri)
) ss.
County of _____)

On this _____ day of _____, 195__, before me personally appeared _____ to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____, 19__

Notary Public.

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C2-141

OPTION CONTRACT

1. This instrument states the contract made by and between

BENNIE A. YOUNT and ESSIE YOUNT, his wife,

parties of the first part, hereinafter designated and referred to as the landowner, and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Eighty five and no/100 - - - - - - - - - - - - - Dollars ($ 85.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in N½ NE¼ of NW¼ of Sec. 9; also SE¼ SE¼ Sec. 4; also SW¼ SE¼ Sec. 4 except 15 acres now owned by Dave and Lottie Burnbough--all in Township 35 N., R. 1 W. and containing in the aggregate 85.0 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company for the sum of One Hundred and No/100 - - - - Dollars ($100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are unable to agree upon the

reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of the county in which the above described land is located. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or said underground, mining rights and minerals and the surface or any part thereof as provided in paragraph 7, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Bennie Yount, RR, Potosi, Mo. . Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said part__ of the first part have hereunto set their hands and seals this 3rd day of Nov., 1956.

Bennie A Yount (SEAL)

Estie Yount (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF Wash.)

On this 3rd day of Nov., 1956, before me personally appeared BENNIE A. YOUNT and ESSIE YOUNT, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5th, 1958

Lowell Day
Notary Public.

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 195__, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____.

_____
Notary Public.

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OPTION CONTRACT

1. This instrument states the contract made by and between

ADOLPH MOSES and IRENE MOSES, his wife,

parties of the first part, hereinafter designated and referred to as the landowner, and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of Eighty five and no/100 - - - - - - - - - - - - - Dollars ($85.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in the E½ Lot 2 NE¼ of Sec. 4 lying north of north bank of Cub Creek, containing 51 acres; also, all W½ Lot 2 NW¼ Sec. 3 lying north of north bank of Cub Creek, containing 34 acres--all in Twp. 35 N., R. 1 W., and containing in the aggregate 85 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company for the sum of One Hundred and No/100 - - - - Dollars ($100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are unable to agree upon the

reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of the county in which the above described land is located. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or said underground, mining rights and minerals and the surface or any part thereof as provided in paragraph 7, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Adolph Moses, RR, Potosi, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said parties of the first part have hereunto set their hands and seals this 3rd day of November 19 56.

Adolph Moses (SEAL)

Irene Moses (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF Washington)

On this 3rd day of November, 1956, before me personally appeared ADOLPH MOSES and IRENE MOSES, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo. the day and year last above written.

My commission expires March 5th, 1958

Lowell Bay
Notary Public

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 195__, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing instrument and acknowledged that __he__ executed the same as _____ free act and deed. And said _____ further declared _____ to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____.

_____
Notary Public.

OPTION CONTRACT

1. This instrument states the contract made by and between

OMA COMPTON, single,

party of the first part, hereinafter designated and referred to as the landowner, and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of One Hundred Sixty Seven and 50/100 - - - - - - - Dollars ($167.50) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests lying, being and situate in the County of Washington and State of Missouri, described as follows:

All underground and mining rights in and pertaining to and all minerals contained in the following: Beginning at NW corner of SE¼ SE¼ Sec. 4, thence N. 45.50 chains to N. bank of Cub Creek; thence S. 87° E. making the north bank of Cub Creek the line 23 chains to corner; thence S. 46.5° E. 7.5 chains to corner; thence S. 40° E. crossing Cub Creek to south side 5 chains to a corner; thence up Cub Creek on south side 10.5 chains intersecting east boundary line of W½ Lot 1 NW¼ Sec. 3; thence south 35 chains to corner; thence west 40 chains to beginning, being part of Secs. 3 and 4, Twp. 35 N., R. 1 W and containing 169 acres, more or less. Excepting the following: Begin near NE corner of SW¼ NW¼ Sec. 3, pile of rock; thence south 3 chains and 50 links; thence west 5 chains to south corner; thence north 3 chains and 50 links to a corner; thence back to beginning, containing 1.5 acres, leaving in the aggregate 167.5 acres, more or less.

3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill or such other implements, tools and machinery as the company may choose, and to dig, drill, bore, blast, tunnel, and sink shafts in and upon said land, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to any fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described underground, mining rights and minerals the sum of Fifty and No/100 - - - - - - - Dollars ($50.00) per acre.

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described underground and mining rights and minerals at the price above set out, to wit, Fifty and No/100 - - - - Dollars ($50.00) per acre, then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, any of the surface of the above described land that is desired by the company for the sum of One Hundred and No/100 - - - - Dollars ($100.00) per acre for such surface so taken, plus the reasonable value of any buildings on the surface of the land so purchased. It is agreed that if the parties hereto are unable to agree upon the

reasonable value of said buildings, then the same shall be determined by three appraisers, one appointed promptly by each of the parties and the third by the two so selected. If the said two appraisers chosen by the parties shall fail to choose a third appraiser within fifteen days after they are chosen, a third appraiser shall be appointed by the Magistrate of the county in which the above described land is located. The decision of such appraisers as to the reasonable value of said buildings shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the two said parties.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the underground, mining rights and minerals as described in paragraph 2 or said underground, mining rights and minerals and the surface or any part thereof as provided in paragraph 7, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface, as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same, the right to sink shafts and to use so much of the surface of the conveyed premises as may be necessary or convenient for the purpose of connecting by road, railway, conduit or wire any shaft with other shafts, or with the mills or other concentrating works or smelteries, or with the tracks of any railroad and the further right of doing in a proper manner any act upon the surface of the conveyed premises which the grantee or its successors or assigns may deem necessary or desirable to fully enjoy the mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. In any event in which the surface of the above described real estate is referred to in or under this contract, the word "surface" shall be construed to include all right, title and interest in and to the acreage of land specified except the underground, mining rights and minerals described in paragraph 2.

11. For the purpose of this contract the aggregate acreage, as above stated, is taken to be correct and binding upon the parties, but if upon any election to purchase under the terms of this contract or at any time during the life of this contract or any extension thereof, the company shall so desire, the true acreage of said lands or any designated part thereof shall be ascertained by survey by the County Surveyor of the county in which the land lies. And it is agreed that in the event the true acreage be established by said survey to be different from that given above, any payments made or calculated by or upon the acreage as above stated shall be corrected and adjusted to the true acreage so established.

12. Any notice or tender authorized or required to be given or made landowner shall be considered as given or made when deposited in the United States Mail, postage prepaid, addressed to Oma Compton, RR, Potosi, Missouri. Tender of the company's draft shall be a valid tender under this contract.

13. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

14. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated. It is further agreed as part of the consideration of this contract that the term of this contract, and all of its provisions, shall, at the option of the company, be renewed or extended for further periods upon the following conditions, that is to say: Upon the tender of One and No/100 Dollars per acre on or before the last day of said first one year term, and upon like tender on or before the last day of any renewed or extended term, this contract will be renewed and extended for an additional term of one year from and after the expiration of the term immediately preceeding; provided, however, that there shall be not more than 2 such renewals or extensions.

15. This contract becomes effective on the date hereof.

16. In witness whereof, the said party of the first part has hereunto set her hand and seal this 16th day of November, 19 56.

Oma Compton (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 195__, before me personally appeared _____, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____.

_____
Notary Public.

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF Washington)

On this 16th day of November, 1956, before me personally appeared OMA COMPTON, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed. And said Oma Compton further declared herself to be single and unmarried.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in Potosi, Mo the day and year last above written.

My commission expires March 5th 1958.

Lorrell Day,
Notary Public.

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CZ-164

OPTION CONTRACT

1. This instrument states the contract made by and between

EVERETT N. WOOD and AGNES WOOD, his wife,

parties of the first part, hereinafter designated and referred to as the landowner and ST. JOSEPH LEAD COMPANY, a corporation of the State of New York, party of the second part, hereinafter designated and referred to as the Company.

2. In consideration of the covenants and agreements hereinafter expressed and of the sum of One Hundred Forty Seven and no/100 - - - - - - - - - Dollars ($ 147.00) paid by the company to the landowner, the receipt of which is hereby acknowledged, the landowner by these presents grants and sells unto the company, the exclusive right and option to buy, upon the terms and conditions and within the time hereinafter set out, the following described real estate, property, rights and interests, lying, being and situate in the County of Washington and State of Missouri, described as follows:

All the NW¼ of Sec. 8, Twp. 35 N., R. 1 W. lying west of Courtois Creek and East of Indian Creek except 1 acre for school lot, containing 37 acres, more or less.

Also, 15 acres being part SE¼ of NE¼ and part NE¼ of SE¼ of Sec. 7, Twp. 35 N., R. 1 W. lying east of Indian Creek and described as follows: Commencing at the 1/2 mile corner on the section line between Sections 7 and 8 and running north 20 rods; thence west to Indian Creek; thence up the creek to where the half mile line running east and west crosses the creek, the main channel of the creek being the line; thence east to half mile corner on the section line between Sections 7 and 8. Also, commencing at the one-half mile corner on the section line between sections 7 and 8 and running south 41 rods; thence west to Indian Creek; thence down creek to where the half mile line crosses creek, the main channel of the creek being the line; thence east to the half mile corner on the section line between sections 7 and 8, Twp. 35 N., R. 1 W.

Also, 3 acres being part of SE¼ of NE¼ of Sec. 7, Twp. 35 N., R. 1 W. as follows: Commencing at a corner established 40 rods north of the half mile corner between NE¼ and SE¼ of Sec. 7 on section line dividing sections 7 and 8, running west to main channel of Indian Creek; thence turning NE down Indian Creek, the main channel being the line, to the section line dividing sections 7 and 8; thence turning south on the section line running to corner of starting.

Also, part of the SW¼ of Sec. 8, Twp. 35 N., R. 1 W. as follows: Begin at center of said Section 8, thence south 592 feet to a stake, thence S. 55° 3' W. to West line of Section 8; thence north along and with section line to NW corner of said SW¼; thence east along and with north line of SW¼ to point of beginning, containing 92 acres.

Excepting, however, the surface rights only in and to a part of the above described land, which part so excepted is described as follows: The surface rights only in and to a part of the SW¼ beginning at center of Sec. 8, Twp. 35 N., R. 1 W.; thence south 592 feet to a stake; thence S. 55° 13' W. 2488 feet to a point; thence north 1792 feet to a point on the north line of SW¼; thence east 1728 feet to point of beginning, containing 47 acres, more or less.

All coal, oil and gas are excepted from the above described land.

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3. The right and privilege is hereby granted the company to go in and upon the surface of the above described land and prospect for lead or other valuable minerals in modern manner and under modern local customs, that is to say with a diamond drill or churn drill, and to use from said land without cost, all the water necessary for such drilling and prospecting. It is further understood and agreed that the landowner shall have the right to see and examine any and all drill cores taken from said land, and in case the company shall fail to buy under this option, all such drill cores as shall have been taken from said land and preserved by the company, shall at any time within sixty days after the expiration of this contract, be turned over to the landowner upon his demand.

4. It is further agreed that all diamonds, bits, rods, pipes and other devices, tools, and appliances that may be used by the company in prospecting said land, shall remain and be the absolute property of the company, and the landowner hereby recognizes such continual ownership, and guarantees to the company the right and privilege to go in and upon said land or any part thereof, even after the expiration of this contract, or any extension thereof, for the purpose of searching for and seeking to recover any lost diamonds, bits, rods, pipes and other tools, devices and appliances.

5. It is hereby agreed that the company will be responsible for and pay the reasonable amount of damages done to the surface, building, fences, fruit trees, or growing crops of the landowner by reason or as the result of the drilling and prospecting of said land, or in the search for lost bits and diamonds, and in case of a disagreement over the amount of any damage, the amount thereof shall be determined by three appraisers, who shall be citizens living in the county where the land herein described is situated, one of which appraisers shall be chosen by each of the parties to this contract and the third by the appraisers thus selected, the expense of such appraisal to be borne equally by the parties hereto.

6. If the company shall, during the life of this contract or any extension thereof, purchase under the terms of this contract, it shall pay for the above described real estate the sum of Ten Thousand Five Hundred Twenty-five and no/100 Dollars ($10,525.00).

7. For and in consideration of the covenants and agreements herein expressed and of the said sum of One Dollar ($1.00) paid by the company to the landowner, and for other good and valuable considerations, the landowner by these presents grants and sells unto the company, to continue during the life of this contract or any extension thereof, the following additional exclusive right and option:

If the company shall during the life of this contract or any extension thereof buy the above described real estate at the price above set out, to wit, Ten Thousand Five Hundred Twenty-five and no/100 Dollars ($10,525.00), then the company shall have the right to purchase and the landowner agrees to sell and convey by general warranty deed, free and clear of all encumbrances, that part of the surface rights only in and to the above de-

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scribed land excepted in the description in paragraph numbered 2 (including all improvements thereon), which part so excepted and to which option is granted by this paragraph, is described as follows:

> The surface rights only in and to a part of the SW¼ beginning at center of Section 8, Twp. 35 N., R. 1 W.; thence south 592 feet to a stake; thence S. 55° 13' W. 2488 feet to a point; thence north 1792 feet to a point on the north line of SW¼; thence east 1728 feet to point of beginning, containing 47 acres, more or less.

for the sum of Eight Thousand Five Hundred and No/100 ($8,500.00) Dollars.

8. The landowner hereby covenants and agrees that in the event of any election by the company to purchase under this contract, the landowner will, within 30 days after notice of election to purchase, furnish the company a complete abstract of title to the above described land, rights and property. If the landowner fails to furnish said abstract within the time herein provided, the company shall have the right to procure said abstract and to retain the cost of same out of the purchase price provided for in this contract. If, upon examination of said abstract, the title be found not to be merchantable, the company shall have the right to rescind said election to purchase and in the event of such rescission shall be under no further obligation to purchase under this contract or otherwise.

9. If the company elects to purchase the real estate described in paragraph 2 or the real estate described in paragraph 2 and the real estate described in paragraph 7, and fails to exercise the right of rescission above provided, then the landowner will make, execute and deliver to the company on the date specified in said notice of election to purchase, a good and sufficient general warranty deed granting, bargaining and selling to the company in fee simple, free and clear of all encumbrances the interests specified in the notice of election. If by said deed the company does not acquire title to any or all of the surface of the above described land, then said deed shall include a clause with respect to such unacquired surface as follows:

"It is hereby expressly understood and agreed that the grantee, its successors and assigns, shall have the full, free and exclusive right and privilege of carrying on its business of mining upon and under the premises hereby conveyed and removing the mineral therefrom, including the right to prospect for mineral upon any part of the same and to use so much of the surface of the conveyed premises as may be necessary for said purposes. But it is further understood and agreed that for all damages that may be done to the surface of the conveyed premises or to any building or structure thereon in the carrying out of any or all of the purposes and rights of the grantee, said grantee shall pay the grantor, his heirs and assigns, a reasonable amount to be agreed upon; and in the event they fail to agree then the same shall be determined by three appraisers, one appointed by each party hereto and a third by those two, and their decision as to such damages shall be final, the expense of such appraisal to be borne equally by the grantor and grantee."

10. Any notice or tender authorized or required to be given or made landowner shall

be considered as given or made when deposited in the United States mail, postage prepaid, addressed to 7262 Zephyr Place, Maplewood, Missouri. Tender of the company's draft shall be a valid tender under this contract.

11. This contract shall be construed as a covenant running with the land and shall be binding upon the landowner, his heirs, personal representatives and assigns and shall enure to the benefit of the company, its successors and assigns.

12. This contract shall be in force and effect for the term of one year from and after its effective date hereinafter stated.

13. This contract becomes effective on the date hereof.

14. In witness whereof, the said parties of the first part have hereunto set their hands and seals this _____ day of _____, 195_.

_____ (SEAL)

_____ (SEAL)

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 195_, before me personally appeared EVERETT N. WOOD and AGNES WOOD, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in _____ the day and year last above written.

My commission expires _____.

_____
Notary Public.

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