

J. A. Westcott

To

Thomas Delay.

Tim Cookley
John Buff

Seal

Whereas James A. Westcott President of this Corporation for and on behalf of the Corporation made a certain lease to Thos. Delay Tim Cookley and John Buff of the mine belonging to the corporation situated at Eureka State of Nevada. Known as "Orange No 2" which lease is dated May 5th 1877. Recollecting that all and every the act and acts of said J. A. Westcott in the premises be and they are hereby ratified and adopted as the acts of this corporation, and the said Westcott is hereby authorized to attach his personal seal to said lease and same date, is hereby adopted as the seal of the corporation in the premises. I hereby certify that the foregoing is a true copy of a resolution of the Board of Directors of the Orange Gold and Mining Company a corporation adopting at a meeting of said Board held in the seventh day of July 1877 at the Office of the Corporation in San Francisco, State of California and that said corporation has no seal. Witness my hand at San Francisco July 9th 1877.

E. H. Ripford

Secretary.

This Agreement made and entered into at Eureka, Eureka
Nevada this 5th day of May A.D. One thousand eight hundred
and one thousand seven hundred between J. A. Westcott President of the
first party and Thomas Delay, Tim Cookley and John Buff
parties of the second party. Witnesseth that the party of the first
party agrees to lease to said parties of the second party the
Orange No 2 Mine which is situated on the East side of
Prospect Mountain in the Eureka Mining district and State of
Nevada and about one hundred feet south of the "Orange
Mine" for the term of ten years from the date hereof.

Said parties of the second part are to work the mine in a good substantial and workmanlike manner. To work and keep them free snow or man charcoal man at any one time during the said term of ten months and to deliver to the party of the first part, the quantity of all coal taken from said mine during said term of ten months or the gross proceeds thereof after deducting costs of handling or breaking and working in mill or furnace as the case may be. The said party of the first part further agrees to allow the parties of the second part to work notwithstanding the opening of Orange No. 1 mine so far as the "Orange No. 1" mine reaches, but not to interfere with the workings of the Orange mine in any way, or to obstruct the passage of air or any other thing necessary to the advantageous working of said Orange No. 1 mine.

The parties of second part agree not to go to a greater depth than one hundred and fifty feet on the Orange No. 1 mine.

The parties of the second part also further agree to notify the party of the first part of the time of shipment and the place to which such shipment of coal is to be sent, and at the end of said term of ten months to give up to the party of first part the mine with timbers and slaves taken off in pieces and in good condition.

J. A. Herkitt
Thomas Delany
John Boothby
John Lewis

Received at the Request of Thomas Delany August 1st A.D. 1847 at 200
mine owner J. A. M.

P. Y. Bhar Recorded by his Agent Delany.